



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, November 25, 2014; 7:30 PM

Town Hall Auditorium

I	CALL TO ORDER, ROLL CALL	
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*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. 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.

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*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. 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.

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CALL TO ORDER, ROLL CALL

Mayor Warner called the meeting of November 11, 2014 to order at 7:30 pm. The following members answered roll call: Mr. Gallagher, Mr. Brewer, Ms. Lawrence, Mr. Burke, Ms. Wolfe, Ms. Gigliello and Mayor Warner.

APPROVAL OF MINUTES - OCTOBER 14, 2014

Ms. Wolfe noted one change to the minutes on page 4, under new business, which was to correct the date of October 8 and make it October 28. With no additional changes or corrections to the meeting minutes of October 14, 2014, Mayor Warner declared they would stand approved as corrected.

APPROVAL OF AGENDA

Mr. Gagen stated there were no changes to the agenda. He also stated Mr. Tim Berry had handed out an updated version of Council Bill No. 41 that Council should refer to when making a motion.

COMMUNICATIONS TO COUNCIL

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

Mayor Warner opened Citizen's Comment.

Mr. Mike McCormick, Director of the Breck Epic bike event, thanked the Council for creating a climate in which the race can flourish, and the last two years were sold out. He further stated national and global media cover the race, which takes place over seven days in late August with just under 400 riders (about 1000 people total) equaling \$1.7 million in gross revenue for Town for the week. Mr. McCormick stated it's a non-impactful event and they will continue to try to raise the bar in preventing trail conflicts with increased signage and ads for the courses.

Ms. Tricia Hyon, the mother of two skateboarders, thanked the Council for an incredible new skate park, noting that Mr. Brewer visited the skaters and took an interest in the park. She also stated there is a possible World Cup event that will take place at the Skate Park in the coming year. At that point, young skaters also thanked the Council and presented them with a small gift.

B. GoBreck Update

Ms. Lucy Kay, Director of GoBreck, stated October occupancy was up 25% over last year, and bookings during the month were up 11%. She further stated they are "banning the use of offseason and shoulder season" and this summer is looking to be an all-time record for visitation. Ms. Kay also stated winter is up 3% and tracking well. She stated GoBreck is working with Robb Woulfe on events, and brainstorming how to move forward. She also introduced a new event called the "Shop Hop" on Black Friday for local business. Ms. Kay stated GoBreck will launch a new website on December 15th and they are using "Breckenridge, Colorado" in new marketing, as opposed to "Breck". She also stated the Breckenridge Vacation Planner is going away, to be replaced with a visitors' guide produced in partnership with the Summit Daily News.

CONTINUED BUSINESS

A. Second Reading of Council Bills, Series 2014 - Public Hearings

1. COUNCIL BILL NO. 35, SERIES 2014 - AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING PENALTY ASSESSMENT NOTICES

AND THE AUTHORITY OF COMMUNITY SERVICE OFFICERS

Mayor Warner read the title into the minutes. Chief Haynes stated this is the second reading of the ordinance and there are no changes from the first reading. She further stated all changes are clarifying and simplifying in nature, including the addition of four sections that Community Service Officers can enforce. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Ms. Wolfe moved to approve COUNCIL BILL NO. 35, SERIES 2014 - AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE CONCERNING PENALTY ASSESSMENT NOTICES AND THE AUTHORITY OF COMMUNITY SERVICE OFFICERS. Mr. Burke seconded the motion.
The motion passed 7-0.

NEW BUSINESS

A. 2015 Proposed Budget Public Hearing

Mayor Warner introduced the public hearing for the 2015 Proposed Budget. Mr. Gagen reviewed the highlights from the major funds and went over changes in the budget from the prior year, including 2015 special projects. The full budget can be viewed on the Town of Breckenridge website. There were no comments and the hearing was closed.

B. First Reading of Council Bills, Series 2014

1. COUNCIL BILL NO. 36, SERIES 2014 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2015

Mayor Warner read the title into the minutes. Mr. Gagen stated every year we review our rate structure for water utilities, and this year we are looking at modest increases in water rates of 5%. He also stated the bill proposes an increase in the excess water rate to encourage conservation, and a change in PIFs for water tap fees. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Mr. Gallagher moved to approve COUNCIL BILL NO. 36, SERIES 2014 - AN ORDINANCE PROVIDING FOR AN INCREASE IN MUNICIPAL WATER USER FEES EFFECTIVE JANUARY 1, 2015. Mr. Burke seconded the motion.
The motion passed 7-0.

2. COUNCIL BILL NO. 37, SERIES 2014 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2015

Mayor Warner read the title into the minutes. Mr. Brian Waldes stated this Ordinance sets the Mill Levy for the Town of Breckenridge. Mayor Warner opened the public hearing. There were no comments and the public hearing was closed.

Ms. Gigliello moved to approve COUNCIL BILL NO. 37, SERIES 2014 - AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF BRECKENRIDGE FOR 2015. Mr. Burke seconded the motion.
The motion passed 7 - 0.

3. COUNCIL BILL NO. 38, SERIES 2014 - AN ORDINANCE APPROVING A LEASE WITH COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS (Kingdom Park Ball Field; 857 Airport Road)

Mayor Warner read the title into the minutes. Mr. Daugherty stated this ordinance is for a long-term Verizon Lease for their tower.

Ms. Lawrence moved to approve COUNCIL BILL NO. 38, SERIES 2014 - AN ORDINANCE APPROVING A LEASE WITH COLORADO RSA NO. 3 LIMITED

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PARTNERSHIP D/B/A VERIZON WIRELESS (Kingdom Park Ball Field; 857 Airport Road). Mr. Gallagher seconded the motion.
The motion passed 7 - 0.

4. COUNCIL BILL NO. 39, SERIES 2014- AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Milne/McNamara House and Eberlein House; Lots 3 and 4, Block 8, Yingling & Mickles Addition)
Mayor Warner read the title into the minutes. Mr. Berry stated the Town's historic preservation ordinance designates certain criteria for a property to become a landmark. He further stated staff has determined this property qualifies for a landmark under the criteria.

Mr. Brewer moved to approve COUNCIL BILL NO. 39, SERIES 2014- AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Milne/McNamara House and Eberlein House; Lots 3 and 4, Block 8, Yingling & Mickles Addition). Mr. Gallagher seconded the motion.
The motion passed 7 - 0.

5. COUNCIL BILL NO. 40, SERIES 2014-AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Breckenridge Grand Vacations Community Center; Lots 1 – 9, Block 2, Yingling & Mickles Addition, and Part of Klack Placer)
Mayor Warner read the title into the minutes. Mr. Berry stated this ordinance would designate the new community center owned by the Town as a historic landmark. He further stated Planning Commission has reviewed and recommended adoption of this ordinance.

Ms. Wolfe moved to Approve COUNCIL BILL NO. 40, SERIES 2014-AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE (Breckenridge Grand Vacations Community Center; Lots 1 – 9, Block 2, Yingling & Mickles Addition, and Part of Klack Placer). Ms. Lawrence seconded the motion.
The motion passed 7 - 0.

6. COUNCIL BILL NO. 41, SERIES 2014 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE , KNOWN AS THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA LICENSING ORDINANCE,” BY EXTENDING THE LIMITATION ON THE SUBMISSION OF NEW LICENSE APPLICATIONS UNTIL JANUARY 1, 2016
Mayor Warner read the title into the minutes. Mr. Berry stated this ordinance would extend the limitation on new license applications until July 1, 2015, based on the Council's discussion in Work Session. He further stated that given the fact that the advisory question election is December 9th, staff is concerned about receiving applications for new locations prior to decisions being made by the Council. Mr. Berry asked Council to refer to the version handed out with the changes made in Work Session, setting the date of July 1, 2015 to lift the moratorium.

Mr. Gallagher moved to approve COUNCIL BILL NO. 41, SERIES 2014 - AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE , KNOWN AS THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA LICENSING ORDINANCE,” BY EXTENDING THE LIMITATION ON THE SUBMISSION OF NEW LICENSE APPLICATIONS UNTIL JANUARY 1, 2016 . Mr. Burke seconded the motion.

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The motion passed 6 - 1. Ms. Lawrence dissented.

C. Resolutions, Series 2014

1. RESOLUTION NO. 20, SERIES 2014 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH ROBERT GREGORY OF WEST BROWN HUNTLEY HUNTER TEODORU PC FOR 2015
Mayor Warner read the title into the minutes. Mr. Gagen stated the Town's Prosecuting Attorney is appointed by the Town Council. He further stated this resolution formalizes the contract for 2015.

Ms. Gigliello moved to approve RESOLUTION NO. 20, SERIES 2014 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH ROBERT GREGORY OF WEST BROWN HUNTLEY HUNTER TEODORU PC FOR 2015. Mr. Gallagher seconded the motion.
The motion passed 7 - 0.

2. RESOLUTION NO. 21, SERIES 2014 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2015
Mayor Warner read the title into the minutes. Mr. Gagen stated it has been recommended to retain the Town Attorney for 2015. He further stated this resolution would formalize the contract for 2015.

Ms. Lawrence moved to approve RESOLUTION NO. 21, SERIES 2014 - A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR ATTORNEY SERVICES WITH TIMOTHY H. BERRY, P.C. FOR 2015. Ms. Wolfe seconded the motion.
The motion passed 7 - 0.

D. Other

PLANNING MATTERS

- A. Planning Commission Decisions
There was no consent calendar to approve.
- B. Planning Commission Report (Mr. Brewer)
Mr. Brewer stated he sent his report by email, and he wasn't at the meeting.

REPORT OF TOWN MANAGER AND STAFF

Mr. Gagen stated his report was covered at the work session.

REPORT OF MAYOR AND COUNCILMEMBERS

The reports of Mayor and Council members were covered at the afternoon Work Session. To listen to these reports, please link to the audio file available on the Town of Breckenridge website.

- A. Cast/MMC (Mayor Warner)
- B. Breckenridge Open Space Advisory Committee (Ms. Lawrence)
- C. GoBreck (Ms. Wolfe)

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- D. Breckenridge Heritage Alliance (Ms. Gigliello)
- E. Water Task Force (Mr. Gallagher)
- F. Cultural Arts Advisory Committee (Mr. Gallagher and Ms. Wolfe)

OTHER MATTERS

Ms. Lawrence stated she is looking for some history about the Courthouse Lot to possibly make it a two story garage. Mr. Gagen stated the property is shared by the County, and at the time plans were produced, the County was not interested in that project. He further stated the discussion was about four years ago, and it was close to \$2 million for the project. He also stated there are some property owners in close proximity, which could make the project more complicated, and it will be discussed at a retreat with the County.

Mr. Brewer read a letter into record from one of his past clients who appreciated Town Staff. He also noted that the Skate Park appreciation at the meeting was great, and he enjoyed attending a Veteran's Day event in the capacity of Town Council. Mr. Brewer also stated he has been researching field house options for the future, and he believes if the Town of Frisco or the School District could donate land, and a group could raise money for the capital outlay, with a Mill Levy to run it, the project might be possible. Mr. Brewer stated he plans to form an exploratory committee for this idea. Mr. Brewer also stated he is looking into the idea of creating a Recreation District for a geographical area, and getting buy-in from the surrounding towns. Mr. Gagen stated the County did some research about creating a Recreation District in the past and he could use that as a basis. Mr. Brewer also stated the County is finding this election difficult in timing with the General Election, and he likes the idea of a State of the Town address.

Ms. Gigliello stated she likes the idea of a State of the Town address.

Mayor Warner stated a group called snowridersinternational.org sent a letter urging the Council to sign a petition regarding global warming as related to power plants and affecting winter sports. Mayor Warner will send the letter to the Council to review and possibly sign.

SCHEDULED MEETINGS

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 8:48 pm. Submitted by Helen Cospolich, Municipal Services Manager.

ATTEST:

John Warner, Mayor

Memorandum

TO: Town Council

FROM: Finance and Municipal Services

DATE: 11/18/2014 (for November 25th meeting)

RE: 2015 Water Rate Ordinance

The second reading of the ordinance fixing the 2014 Town water rates is scheduled for your meeting on November 25th. There are no changes proposed to ordinance from first reading.

Staff will be available at the worksession to answer any questions you may have.

1 **FOR WORKSESSION/SECOND READING – NOV. 25**

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

19
20 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
21 COLORADO:

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

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

28
29 B. On April 1, 1980 the people of the Town of Breckenridge adopted the Breckenridge
Town Charter.

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

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

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

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

40 F. Pursuant to the authority granted by the Breckenridge Town Charter and Section 31-

1 35-402(1)(b), C.R.S., the Town owns and operates a municipal water system.

2
3 G. Section 13.3 of the Breckenridge Town Charter provides that “(t)he council shall by
4 ordinance establish rates for services provided by municipality-owned utilities.”

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

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

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

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

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

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

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

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

37
38 12-4-4: PLANT INVESTMENT FEE; AUTOMATIC ANNUAL
39 ADJUSTMENT:

40

1 On January 1 of each year, commencing in 2007, the amount of the PIF to be paid
 2 to the town pursuant to section 12-4-3 of this chapter shall be increased by an
 3 amount equal to five percent (5%) of the previous year's PIF; provided,
 4 however, that for the years 2015, 2016, and 2017 the amount of the PIF to be
 5 paid to the town pursuant to section 12-4-3 of this chapter shall be increased
 6 by an amount equal to ten percent (10%) of the previous year's PIF. The
 7 increased PIF rate shall apply to all applications for water service that have not
 8 been fully paid by the effective date of such rate increase. Not later than thirty
 9 (30) days after the PIF is adjusted each year as provided in this section, the town
 10 clerk shall cause to be published a public notice setting forth the amount of the
 11 adjusted PIF. Such notice shall be published one time in a newspaper of general
 12 circulation in the town; provided, however, that the failure of the town clerk to
 13 cause such notice to be published shall not affect the validity of the adjustment to
 14 the PIF as made by the finance director pursuant to this section.

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

18
 19 12-4-11: WATER USER FEES; RESIDENTIAL:

20
 21 A. The in town base rate user fee for all residential water users, regardless of the
 22 size of the water meter, includes a usage allowance of not to exceed ~~twelve ten~~
 23 thousand (~~12,000~~ 10,000) gallons of water per SFE per billing cycle, and shall be
 24 computed according to the following table:
 25

<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>

26
 27 B. In addition to the base user fee set forth in subsection A of this section, each in
 28 town residential water user shall pay an excess use charge for each one thousand
 29 (1,000) gallons of metered water, or fraction thereof, used per SFE per billing
 30 cycle in excess of the usage allowance of ~~twelve ten~~ thousand (~~12,000~~ 10,000)
 31 gallons of water per SFE per billing cycle. The amount of the excess use charge
 32 shall be computed according to the following table:
 33

<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>

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

37
 38 12-4-12: WATER USER FEES; NONRESIDENTIAL:

1
2 A. The in town base rate user fee per SFE per billing cycle and the usage
3 allowance per SFE per billing cycle for all nonresidential water users shall be
4 determined based upon the size of the water meter which connects the water
5 using property to the water system, as follows:
6

7 For water used commencing January 1, ~~2014~~2015

9 <u>Meter Size</u>	10 <u>Base Water Fee</u> <u>Per Account</u>	11 <u>Usage Allowance</u> <u>Per Account (Gallons)</u>
12 Less than 1 inch	13 \$ 35.79 14 <u>\$ 37.58</u>	15 13,000
16 1 inch	17 53.69 18 <u>56.37</u>	19 20,000
20 1 ¹ / ₂ inch	21 93.69 22 <u>98.37</u>	23 35,000
24 2 inch	25 147.52 26 <u>154.90</u>	27 54,000
28 3 inch	29 283.65 30 <u>297.83</u>	31 105,000
32 4 inch	33 438.48 34 <u>460.40</u>	35 162,000
36 6 inch	37 861.53 38 <u>904.61</u>	39 318,000

40 Section 5. Effective January 1, 2015 Section 12-4-21(A) of the Breckenridge Town Code
41 is amended to read as follows
42

43 A. Commencing with the periodic billing statement issued by the Town in March
44 ~~2014~~ 2015 (for water service provided during the months of January-February
45 ~~2014~~ 2015), there shall be added to each paper billing statement mailed by the
46 Town through the United States Postal Service, and there shall be assessed and
47 paid by the owner of the property that is the subject of the billing statement, a
48 statement fee in the amount of ~~ten~~ fifteen dollars (~~\$10.00~~ 15.00) per statement per
49 billing cycle. The statement fee shall be a water charge within the meaning of
50 section 12-1-6 of this title, and shall be due and payable to the town at the same
time and in the same manner as other water charges are due and payable to the
town under this chapter. There shall be no statement fee charged if the owner
elects to have the billing statement delivered by electronic means.

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

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

4
5 Section 8. This ordinance shall be published and become effective as provided by
6 Section 5.9 of the Breckenridge Town Charter.

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

13
14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation

16
17
18
19 By: _____
20 John G. Warner, Mayor

21
22 ATTEST:
23
24
25
26 _____
27 Helen Cospolich
28 Town Clerk
29
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500-123\2015\Water Rate Ordinance_2 (First Reading)(10-30-14)

MEMO

TO: Town Council

FROM: Finance and Municipal Services Dept.

RE: An Ordinance Setting the 2015 Mill Levy

DATE: November 17, 2014 (for November 25th meeting)

The second reading of the ordinance fixing the Town's 2015 mill levy is scheduled for your meeting on November 25th. There are no changes proposed to the ordinance from first reading.

Staff will be available at the November 25th meeting if you have any questions.

1 **FOR WORKSESSION/SECOND READING – NOV. 25**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 37

6
7 Series 2014

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

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

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

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

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

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

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

35
36 TOWN OF BRECKENRIDGE, a Colorado
37 municipal corporation

38
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40 By _____
41 John G. Warner, Mayor

42
43 ATTEST:
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Helen Cospolich , Town Clerk

Memorandum

TO: Town Council

FROM: Tom Daugherty, Public Works Director

DATE: November 20, 2014

RE: Verizon Antenna Lease Second Reading

Attached is an ordinance that approves a lease with Verizon to construct and operate an antenna at the Kingdom Park ball fields.

Staff brought this issue before the Council on November 11, 2014 for first reading and the only change is the address of Kingdom Park is changed from 857 Airport Road to 880 Airport Road. There was a discrepancy between the County data base and the Town's data base which has been resolved.

The main aspects of the lease are as follows:

1. \$1,500 per month which Verizon has accepted.
2. The term of the lease is for 25 years but the Town can end the lease after 15 years with twelve months notice.
3. 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.

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/SECOND READING – NOV. 25**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 38

6
7 Series 2014

8
9 AN ORDINANCE APPROVING A LEASE WITH COLORADO RSA NO. 3 LIMITED
10 PARTNERSHIP D/B/A VERIZON WIRELESS
11 (Kingdom Park Ball Field; 857 880 Airport Road)

12
13 WHEREAS, the Town of Breckenridge owns the real property commonly known as
14 “Kingdom Park,” located at 857 880 Airport Road in Breckenridge, Colorado; and

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

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

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

26
27 WHEREAS, Section 15.4 of the Breckenridge Town Charter provides:

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

32
33 ; and

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

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
39 BRECKENRIDGE, COLORADO:

40
41 Section 1. The proposed Lease between the Town and Colorado RSA No. 3 Limited
42 Partnership d/b/a Verizon Wireless, a copy of which is marked **Exhibit “A,”** attached hereto,
43 and incorporated herein by reference, is approved, and the Town Manager is authorized,
44 empowered, and directed to execute such Lease for and on behalf of the Town of Breckenridge.

45

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

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

8 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
9 PUBLISHED IN FULL this ____ day of _____, 2014. A Public Hearing shall be held at the
10 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
11 _____, 2014, at 7:30 P.M., or as soon thereafter as possible in the Municipal
12 Building of the Town.
13

14 TOWN OF BRECKENRIDGE, a Colorado
15 municipal corporation
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19 By: _____
20 John G. Warner, Mayor
21

22 ATTEST:
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26 _____
27 Helen Cospolich
28 Town Clerk
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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~~ **880** Airport Road, Breckenridge, Colorado 80424, commonly known as “Kingdom Park”, and being described as a 684 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.

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. The soonest the termination may become effective is at the end of the second (2nd) five (5) year term extension 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

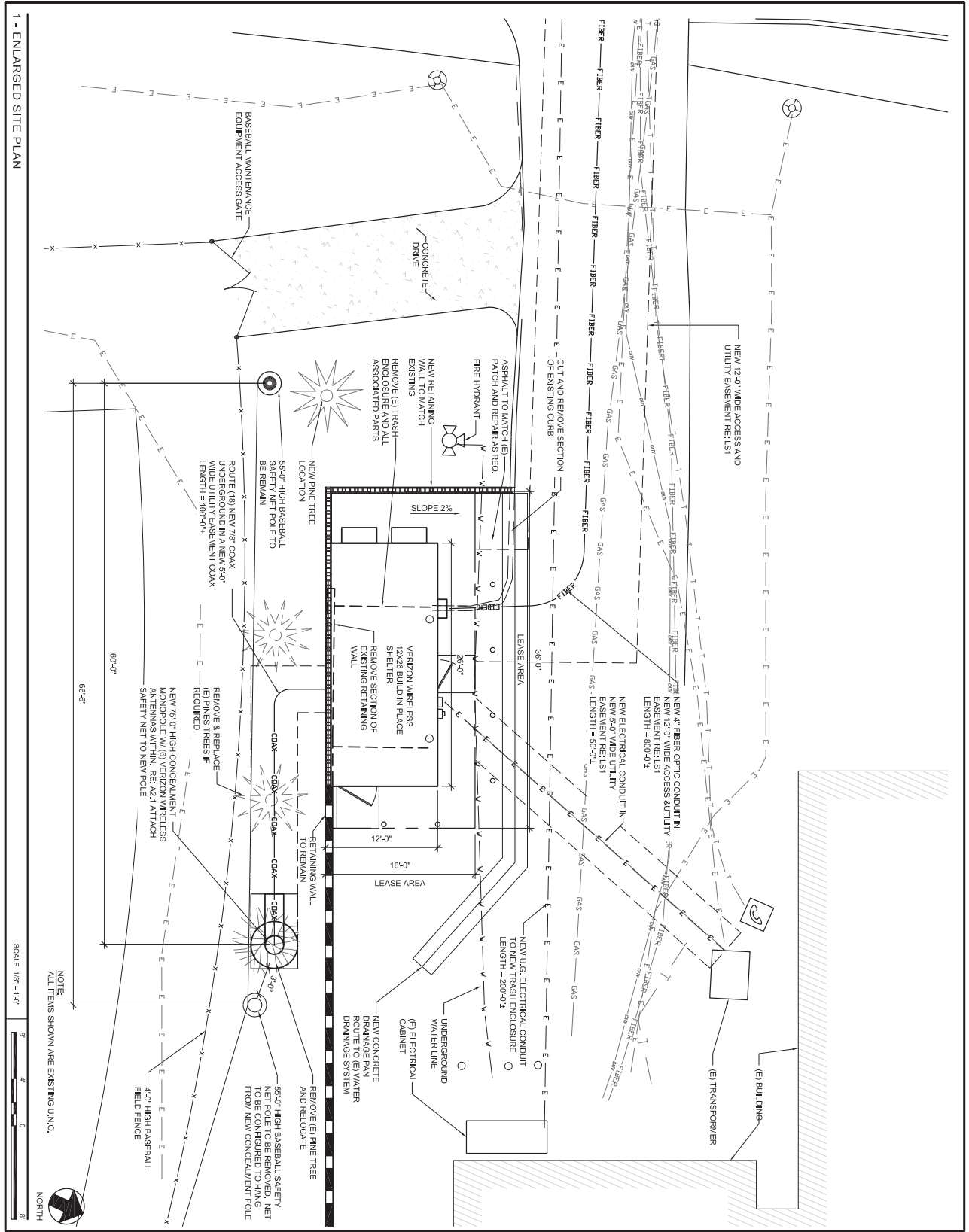
By Verizon Wireless (VAW) LLC,
Its General Partner

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

EXHIBIT "A"

DESCRIPTION OF LAND SPACE, ACCESS AND UTILITIES

EXHIBIT "B"
SURVEY



1 - ENLARGED SITE PLAN

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

NOTE: ALL ITEMS SHOWN ARE EXISTING UNLESS OTHERWISE NOTED.



A2.0

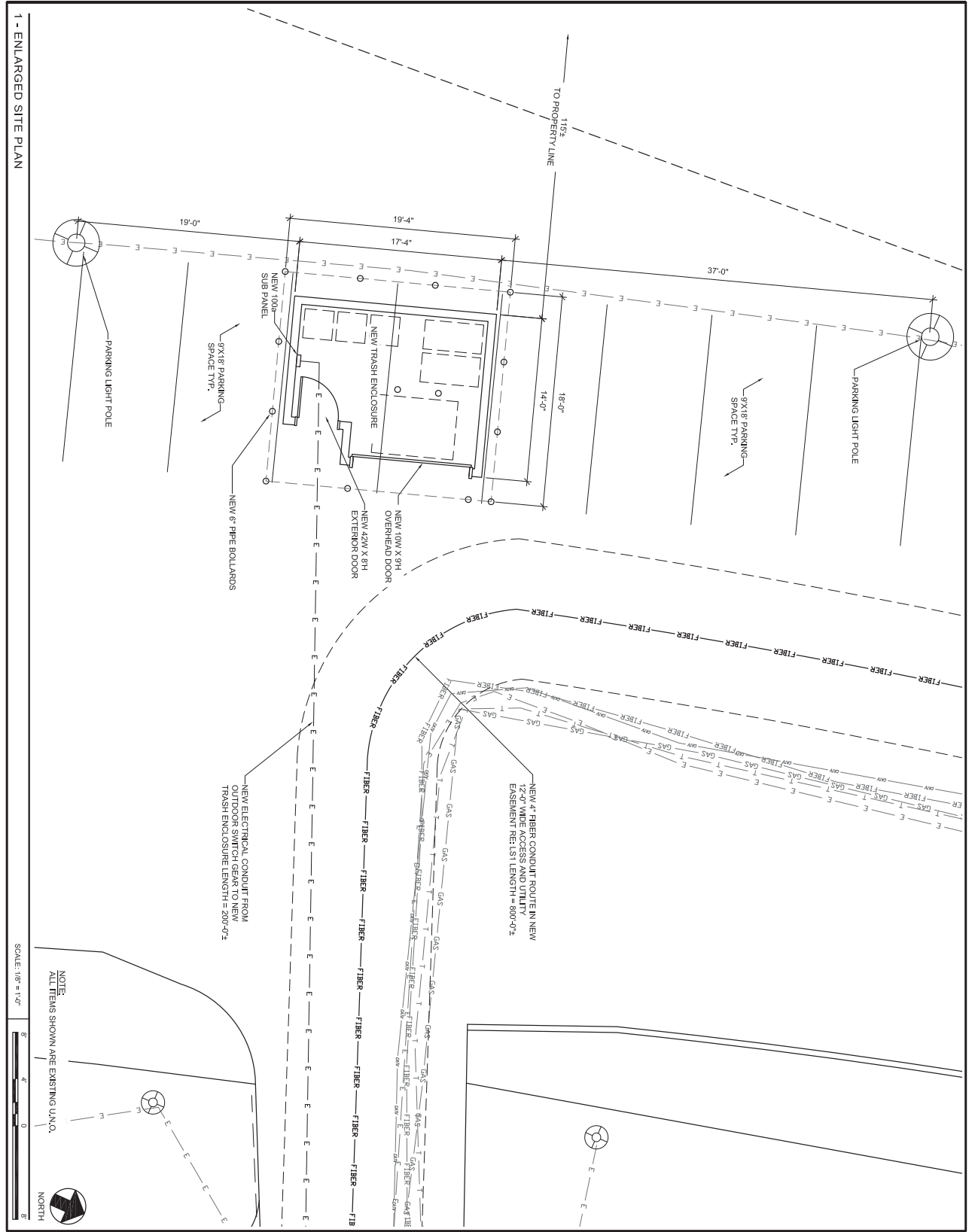
ENLARGED
 SITE PLAN @
 SHELTER

ARCHITECTURE
 3650 W. 10TH AVENUE, SUITE 200
 LITTLETON, COLORADO 80127
 OFFICE: 303.932.9974

CHARLES
 STECKLE

A	OWNER	ZONING SERVICE	D.R.
B	OWNER	ZONING SERVICE	D.R.
C	OWNER	ZONING SERVICE	D.R.
D	OWNER	ZONING SERVICE	D.R.
E	OWNER	ZONING SERVICE	D.R.
F	OWNER	ZONING SERVICE	D.R.

VERIZON Wireless
 VERIZON WIRELESS SERVICES
 3151 S. VALUHN WAY, SUITE 850
 AURORA, CO 80014
 PROJECT INFORMATION
 SITE NAME
 CO3 CUCUMBER GULCH
 21030905502
 657 AIRPORT RD.
 BRECKENRIDGE, CO 80042



ENLARGED SITE PLAN @ TRASH ENCLOSURE

A2.1

CHARLES STECKLE ARCHITECTURE

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

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

Verizon Wireless

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

PROJECT INFORMATION

SITE NAME
 CO3 CUCUMBER GULCH

21030905902

657 AIRPORT RD.
 BRECKENRIDGE, CO 80424



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP, Senior Planner

DATE: November 18, 2014 for meeting of November 25, 2014

SUBJECT: Second Readings for Landmarking of Historic Properties-Breckenridge Grand Vacations Community Center, Milne House and Eberlein House

The second readings of the ordinances approving local landmark status for the Breckenridge Grand Vacations Community Center, Milne House and Eberlein House are scheduled for your meeting on November 25th.

There are no changes from first reading.

Staff will be available for any questions at the meeting Tuesday.

1 **FOR WORKSESSION/SECOND READING – NOV. 25**

2
3 **NO CHANGE FROM FIRST READING**

4
5 COUNCIL BILL NO. 39

6
7 Series 2014

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

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

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

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

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

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

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

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

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

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

- 1 (i) is on its original location or is in the same historic context after having been
- 2 moved (Milne/McNamara House); and
- 3 (ii) the structure has been accurately reconstructed or restored based on
- 4 documentation (Milne/McNamara House and Eberlein House).
- 5

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

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

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

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

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

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

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

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

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

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

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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich
Town Clerk

1 **FOR SECOND READING – NOV. 25**

2

3 **NO CHANGE FROM FIRST READING**

4

5 COUNCIL BILL NO. 40

6

7 Series 2014

8

9 AN ORDINANCE DESIGNATING CERTAIN REAL PROPERTY AS A LANDMARK

10 UNDER CHAPTER 11 OF TITLE 9 OF THE BRECKENRIDGE TOWN CODE

11 (Breckenridge Grand Vacations Community Center; Lots 1 – 9, Block 2, Yingling & Mickles

12 Addition, and Part of Klack Placer)

13

14 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,

15 COLORADO:

16

17 Section 1. Findings. The Town Council of the Town of Breckenridge finds and

18 determines as follows:

19

20 A. The Town of Breckenridge owns the hereinafter described real property. Such real

21 property is located within the corporate limits of the Town of Breckenridge, County of Summit

22 and State of Colorado.

23 B. The Town filed an application pursuant to Chapter 11 of Title 9 of the Breckenridge

24 Town Code seeking to have the hereinafter described real property designated as a landmark

25 (“Application”).

26 C. The Town followed all of procedural requirements of Chapter 11 of Title 9 of the

27 Breckenridge Town Code in connection with the processing of the Application.

28 D. The improvements located on hereinafter described real property are at least than fifty

29 (50) years old.

30 E. The hereinafter described real property meets the “architectural” designation criteria

31 for a landmark as set forth in Section 9-11-4(A)(1)(a) of the Breckenridge Town Code because

32 the property:

- 33 (i) exemplifies specific elements of architectural style or period;
- 34 (ii) is an example of the work of an architect or builder who is recognized for
- 35 expertise nationally, statewide, regionally or locally;
- 36 (iii) demonstrates superior craftsmanship or high artistic value;
- 37 (iv) represents an innovation in construction, materials or design;
- 38 (v) is of a style particularly associated with the Breckenridge area;
- 39 (vi) represents a built environment of a group of people in an era of history; and
- 40 (vii) is a significant historic remodel.
- 41

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

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

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

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

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

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

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

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

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

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

35
36 Lots 1 through 9, Block 2, Yingling & Mickles Addition, and that portion of the
37 Klack Gulch Placer, U.S. Mineral Survey No. 1224 situate between Washington
38 Avenue and Lincoln Avenue and bounded on the west by Block 4, Abbett
39 Addition and on the east by Block 2, Y & M Addition, all in the Town of
40 Breckenridge, County of Summit, State of Colorado; commonly known and

1 described as the "Breckenridge Grand Vacations Community Center," 103 South
2 Harris Street, Breckenridge, Colorado 80424

3
4 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
5 Code.

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

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

16
17 Section 5. Effective Date. This ordinance shall be published and become effective as
18 provided by Section 5.9 of the Breckenridge Town Charter.

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

25
26 TOWN OF BRECKENRIDGE, a Colorado
27 municipal corporation

28
29
30
31 By: _____
32 John G. Warner, Mayor

33
34 ATTEST:

35
36
37
38 _____
39 Helen Cospolich
40 Town Clerk

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 41 (Extending Prohibition on New Marijuana Applications/Licenses Until July 1, 2015)

DATE: November 12, 2014 (for November 25th meeting)

The second reading of the ordinance extending the prohibition on new medical and retail marijuana license applications and licenses until July 1, 2015 is scheduled for your meeting on November 25th. There are no changes proposed to ordinance from first reading.

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

1 **FOR WORKSESSION/SECOND READING – NOV. 25**

2
3 **NO CHANGE FROM FIRST READING**

4
5 Additions To The Current Breckenridge Town Code Are
6 Indicated By ; Deletions By ~~Strikeout~~

7
8 COUNCIL BILL NO.41

9
10 Series 2014

11
12 AN ORDINANCE AMENDING CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE
13 TOWN CODE , KNOWN AS THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA
14 LICENSING ORDINANCE,” BY EXTENDING THE LIMITATION ON THE SUBMISSION
15 OF NEW LICENSE APPLICATIONS UNTIL JULY 1, 2015

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

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

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

1 **the Local Licensing Authority and in full force and effect prior to November**
2 **11, 2014.**

3
4 Section 2. Except as specifically amended by this ordinance, the
5 BreckenridgeTownCode, and the various secondary codes adopted by reference therein, shall
6 continue in full force and effect.
7

8 Section 3. The Town Council finds, determines and declares that it has the power to
9 adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of Title
10 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado Retail
11 Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative regulations;
12 (v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of Title 29,
13 C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (vii)
14 Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section 31-15-401,
15 C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S. (concerning
16 municipal authority to regulate businesses); (x) the authority granted to home rule municipalities
17 by Article XX of the Colorado Constitution; and (xi) the powers contained in the Breckenridge
18 Town Charter.
19

20 Section 4. The Town Council further finds, determines, and declares that this ordinance
21 is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
22 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
23 thereof.
24

25 Section 5. This ordinance shall be published and shall 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 ____ day of _____, 2014. A Public Hearing shall be held at the
30 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
31 _____, 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 _____
46 Helen Cospolich
47 Town Clerk



MEMORANDUM

To: Mayor and Town Council
From: Tim Gagen, Town Manager
Date: November 20, 2014
Subject: Ordinance Extending Town's Comcast Cable Franchise

The Town has a Cable Franchise Agreement with Comcast which expires December 31, 2014. The Town, along with Summit County and the other Towns in the County, have been working with Comcast to renew the Franchise Agreement for over a year. The Town also has a lease with Comcast for the location and operation of their head end on Town property on Wellington Road. This lease has previously expired and been extended month-to-month with the plan to approve a new lease that coincides with the Franchise renewal. The communities of Summit County have recently finalized the proposed Franchise renewal but the revision and renewal of the lease with Comcast has lagged behind and is not yet finalized to the Town's and County's satisfaction. Given that additional work needs to be done on the lease, our Cable Franchise attorney has recommended that the Towns and County consider extending the Franchise one more time to finish negotiation on the lease and when complete, consider approval of the Franchise and lease at the same time as originally planned. Extending the Franchise preserves all the current provisions of the Franchise.

Attached is an ordinance that will approve the Fourth Amendment to the Franchise Agreement extending the existing terms until June 30, 2015. This ordinance is scheduled for first reading during the regular Council meeting on November 25, 2014.

COUNCIL BILL NO. ____
Series 2014

**AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE TOWN'S
CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST OF
CALIFORNIA/COLORADO/WASHINGTON, LP**

WHEREAS, the Town entered into a cable franchise agreement with Universal Cable Communications, Inc. d/b/a Classic Cable (“Classic Cable”) dated November 15, 1995 (“Franchise Agreement”); and

WHEREAS, by Resolution No. 45, Series 2001, adopted October 23, 2001, the Town approved the assignment of the Franchise Agreement from Classic Cable to TCI Cable Partners of St. Louis, L.P. (“TCI”); and

WHEREAS, Comcast of California/Colorado/Washington, LP (“Comcast”) is the successor to TCI and currently holds a cable franchise with the Town pursuant to Resolution No. 30, Series 2002, adopted June 11, 2002; and

WHEREAS, Ordinance No. 27, Series 2005 extended the term of the Franchise Agreement to June 15, 2008; and

WHEREAS, by Ordinance No. 26, Series 2007, the Town Council approved a “First Amendment To Franchise Agreement” (“First Amendment”) that, among other things, extended the term of the Franchise Agreement until June 15, 2013; and

WHEREAS, by Ordinance No. 18, Series 2013, the Town Council approved a “Second Amendment To Franchise Agreement” (“Second Amendment”) that extended the term of the Franchise Agreement until June 15, 2014; and

WHEREAS, by Ordinance No. ____, Series 2014, the Town Council approved a “Third Amendment To Franchise Agreement” (“Third Amendment”) that extended the term of the Franchise Agreement until December 31, 2014; and

WHEREAS, Comcast has preserved its rights by timely filing a request with the Town to activate the formal process for renewing the Franchise Agreement pursuant to the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, the parties have agreed to extend the existing term of the Franchise Agreement until June 30, 2015, as more fully set forth in the proposed “Fourth Amendment to Franchise Agreement Between the Town of Breckenridge, Colorado and Comcast of California/Colorado/Washington, LP” (“Fourth Amendment”), a copy of which is marked Exhibit A, attached to this ordinance and incorporated into this ordinance by reference; and

WHEREAS, the Town Council finds and determines that approval of the Fourth Amendment would be in the best interest of the Town and its citizens.

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

Section 1. The Fourth Amendment to Franchise Agreement Between the Town of Breckenridge, Colorado and Comcast of California/Colorado/Washington, LP is approved, and the Mayor is authorized, empowered, and directed to execute such document for and on behalf of the Town of Breckenridge. The Franchise Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, shall remain in effect, pursuant to the terms and conditions contained therein, until the new expiration date, until a new agreement is entered into between the parties, or until the Franchise Agreement is terminated pursuant to its terms.

Section 2. Neither the Town nor Comcast waive any right they have under law as a result of agreeing to extend the Franchise Agreement as provided in the Fourth Amendment, and Comcast shall not be required to file any additional request or document in order to preserve its rights under Section 626 of the Cable Act.

Section 3. If any portion of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this ordinance. The Town Council declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. 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 6. 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

**FOURTH AMENDMENT TO THE CABLE TELEVISION FRANCHISE BETWEEN
THE TOWN OF BRECKENRIDGE, COLORADO AND COMCAST OF
CALIFORNIA/COLORADO/WASHINGTON, LP**

This Fourth Amendment to the Cable Television Franchise Agreement is made and entered into as of this ____ day of _____, 2014, such day being the effective date of the Town of Breckenridge Ordinance No. ____, Series 2014, and amend the Cable Television Franchise Agreement (“Franchise Agreement”), by and between the Town of Breckenridge, Colorado, (“Town”) and Comcast of California/Colorado/Washington, LP (“Comcast”).

WHEREAS, in 1995, the Town Council approved the grant of a nonexclusive Franchise Agreement to Universal Cable Communications, Inc., effective October 24, 1995, for its construction and operation of a cable television system within the Town; and

WHEREAS, Comcast of California/Colorado/Washington, LP, is the successor in interest to Universal Cable Communications, Inc.; and

WHEREAS, on November 13, 2007, the parties previously agreed to extend the Franchise Agreement to June 15, 2013; and

WHEREAS, on May 14, 2013, the parties previously agreed to extend the Franchise Agreement to June 15, 2014; and

WHEREAS, by Ordinance No. ____, Series 2014, the Town Council approved a “Third Amendment To Franchise Agreement” (“Third Amendment”) that extended the term of the Franchise Agreement until December 31, 2014; and

WHEREAS, Comcast has preserved its rights by timely filing a request with the Town to activate the formal process for renewing the Franchise Agreement pursuant to the provisions of the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, the Franchise Agreement was set to expire on December 31, 2014; and

WHEREAS, Town Staff and Comcast representatives have discussed the renewal of the Franchise Agreement and both parties have agreed that their respective interests will be served by a formal extension of the existing Franchise Agreement to a date certain; and

WHEREAS, the Town Council is agreeable to extending the existing term of the Franchise Agreement until June 30, 2015.

NOW, THEREFORE, the present Franchise Agreement is hereby amended by the following:

1. Section V of the Franchise Agreement – Term is hereby deleted and replaced with

the following:

V. Term

In accordance with Ordinance No. ____, Series 2014, the term of the Franchise shall be extended to June 30, 2015, unless terminated sooner as hereinafter provided.

2. Except as specifically modified hereby, the Franchise Agreement shall remain in full force and effect.

3. Neither party waives any right which it enjoys under law as a result of agreeing to this Franchise extension, and Comcast shall not be required to file any additional request or document in order to preserve its right of renewal under Section 626 of the Cable Act.

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

TOWN OF BRECKENRIDGE, COLORADO
a Colorado municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich, Town Clerk

APPROVED AS TO FORM:

Timothy H. Berry, Town Attorney

**COMCAST OF CALIFORNIA/COLORADO/
WASHINGTON, LP**

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

MEMORANDUM

TO: Mayor and Council
FROM: Finance and Municipal Services Division
DATE: October 28, 2014
RE: 2015 Budget Resolution

The attached resolution has been prepared to adopt the 2015 budget and the 2015-2019 Capital Improvement Plan. Adoption of the budget also includes changes to certain fees and charges that will become effective January 1, 2015.

Council is asked to review the revised version of the 2015 proposed budget. Council is also asked to hold a public hearing and to be prepared to vote on the budget resolution during the November 25th Council meeting.

1 **FOR WORKSESSION/ADOPTION – NOV. 25**

2
3 RESOLUTION NO. 22

4
5 SERIES 2014

6
7
8 A RESOLUTION ADOPTING THE 2015 BUDGET
9 AND MAKING APPROPRIATIONS THEREFOR

10
11 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt an
12 operating budget for each fiscal year; and

13
14 WHEREAS, the Charter of the Town of Breckenridge requires that the Town Council adopt a
15 five-year Capital Improvement Plan.

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

19
20 Section 1. The proposed operating budget for 2015 based on certain fee changes, as
21 revised by Town Council and maintained on file by the Town Clerk, is adopted and
22 appropriations are made to the various programs as shown therein.

23
24 Section 2. The 2015-2019 Capital Improvement Plan, as proposed by the Town
25 Manager and as amended by the Town Council, is approved.

26
27 Section 3. All fees and charges contained in the 2015 operating budget are approved
28 and adopted. Such fees shall become effective January 1, 2015. Further, the Town
29 Manager may implement any of the other fees and charges contained in the 2015
30 operating budget prior to January 1, 2015 if the Town Manager determines, in his
31 judgment, that such early implementation is necessary or appropriate.

32
33 Section 4. This Resolution is effective upon adoption.

34
35 RESOLUTION ADOPTED AND APPROVED this 25th day of November, 2014.

36
37 ATTEST:

TOWN OF BRECKENRIDGE

38
39
40
41
42 _____
Helen Cospolich, Town Clerk

43
44 APPROVED IN FORM

45
46
47
48
49 _____
Town Attorney

Memo

To: Town Council Members
From: Michael Barney, Director of Recreation
CC: Tim Gagen, Rick Holman
Date: 11/20/2014
Re: Resolution to Name the Park being developed on 112 North Main St.

At the Town Council Work Session on November 11, 2014, Town Council was presented with a summary of the public process that was conducted to solicit potential names for the park site being developed at 112 North Main Street. Council reviewed the names that were submitted and decided that the name, "Prospector Park" best reflected the planned programming for the park and connected with the Town's strong mining history.

As a result, a resolution to officially name the park has been prepared for your approval and is included in the agenda packet. I will be in attendance at the Town Council work session on November 25, should you have any questions.

1 ***FOR WORKSESSION / ADOPTION – NOV. 25***

2
3 RESOLUTION NO. _____

4
5 Series 2014

6
7 A RESOLUTION NAMING CERTAIN PROPERTY LOCATED WITHIN THE
8 TOWN’S DOWNTOWN DISTRICT

9
10 WHEREAS, by Resolution No. 13, Series 2014 the Town Council adopted certain
11 policies to establish a systematic and consistent methodology for the naming of Town-owned
12 properties; and

13
14 WHEREAS, the Town owns or controls the property at 112 North Main Street in
15 Breckenridge, Colorado, at which a new park is currently being constructed; and

16
17 WHEREAS, the Town Council has been requested to formally name the new park site;
18 and

19
20 WHEREAS, the Town Council has considered the request, and finds and determines that
21 the property located at 112 North Main Street in Breckenridge, Colorado should be formally
22 named as hereafter provided; and

23
24 WHEREAS, in considering the naming request the Town Council has given due and
25 proper consideration to the policies and procedures set forth in Resolution no. 13, Series 2014.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
28 BRECKENRIDGE, COLORADO:

29
30 Section 1. The following property is given the following name:

31

<u>Property Name</u>	<u>Property Address</u>
Prospector Park	112 North Main Street

32
33
34
35

36 Section 2. The property name established in Section 1 of this resolution may be changed
37 by the Town Council in accordance with Section 6 of Resolution No. 13, Series 2014, or any
38 successor resolution or naming policy of the Town.

39
40 Section 3. This resolution is effective upon adoption.

Memorandum

TO: Town Council
FROM: Tom Daugherty, Public Works Director
DATE: November 17, 2014
RE: CDOT Maintenance Contract

As you may know, the Town is contracted by CDOT to maintain State Highway (SH 9) through Breckenridge Town limits (Valley Brook Rd – Boreas Pass Rd.). Our contract is up for renewal and a resolution from the Council is required by CDOT.

Staff has reviewed the contract and finds it acceptable. Little has changed from the old contract.

1 **FOR WORKSESSION/ADOPTION – NOV 25**

2
3 A RESOLUTION

4
5 SERIES 2014

6
7 A RESOLUTION APPROVING A CONTRACT FOR THE MAINTENANCE OF
8 COLORADO HIGHWAY 9 WITH THE STATE OF COLORADO, DEPARTMENT OF
9 TRANSPORTATION

10
11 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
12 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
13 another to provide any function, service, or facility lawfully authorized to each of the co-
14 operating or contracting governmental entities; and

15
16 WHEREAS, Sections 43-2-102 and 103, C.R.S., requires the State of Colorado to
17 maintain state highways, including where such highways extend through a city or an
18 incorporated town; and

19
20 WHEREAS, the State of Colorado, Department of Transportation and the Town have
21 come to an agreement whereby the Town will provide certain maintenance services for the State
22 on Colorado Highway 9 within the corporate limits of the Town of Breckenridge, all as more
23 fully set forth in the proposed Contract between the parties, a copy of which is marked Exhibit
24 “A”, attached hereto and incorporated herein by reference (“Contract”); and

25
26 WHEREAS, the Town Council of the Town of Breckenridge has reviewed the proposed
27 Contract, and finds and determines that it would be in the best interests of the Town and its
28 residents for the Town to enter into the proposed Agreement; and

29
30 WHEREAS, Rule 6.1(b) of the Council Procedures and Rules of Order provides that a
31 resolution may be used to approve a contract.

32
33 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
34 BRECKENRIDGE, COLORADO, as follows:

35
36 Section 1. The proposed Contract with the State of Colorado, Department of
37 Transportation (Exhibit "A" hereto) is approved; and the Town Manager and Town Clerk are
38 hereby authorized, empowered and directed to execute such Contract for and on behalf of the
39 Town of Breckenridge.

40
41 Section 2. This resolution shall become effective upon its adoption.

42
43 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____,
44 2014.

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TOWN OF BRECKENRIDGE:

By _____
John G. Warner, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

Highway 9 Maintenance Contract Resolution

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the “**State**” and the Town of Breckenridge PO Box 168 Breckenridge Colorado, 80424 hereinafter referred to as the “**Local Agency**” (or “**Contractor**” in the Special Provisions).

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 2400, GL Account: 4541000020, Cost Center: R3200-010, (Contract Encumbrance Amount: \$27,000.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller. The term of this contract shall be for a **term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract

and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$27,000.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$135,000.00** The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
 - 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
 - a. Removal of snow, sanding and salting.
 - b. Minor patching (any patching that does not require a lay-down machine or large roller), making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts. Should the amount of patching become extensive the Town will contact CDOT to inspect and determine how to complete the patching.
 - c. For graffiti removal within the contract limits.
 - d. Painting of bridges, of other structures, and of highway appurtenances.
 - e. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
 - f. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
 - 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.
- C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by

the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region ZCDOTREGION, ZREGIONADDR1. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region ZCDOTREGION and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: 3
Michael Goolsby
Maintenance Superintendent
606 South 9th Street
Grand Junction, CO 81501
970-683-6306

If to the Local Agency

Town of Breckenridge
Tim Gagen
Town Manager
PO Box 168
Breckenridge, CO 80424
970-547-3166

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of

receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Local Agency's obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

- 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
- 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

Section 24. SIGNATURE PAGE

Agreement Routing Number: **15 HA3 72666**

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY Town of Breckenridge</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p>_____</p> <p>By: Joshua Laipply, PE, Chief Engineer</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>

SCOPE OF WORK

Highway Maintenance

The Contractor shall perform all Maintenance Services on State Highway 9, from Boreas Pass Road (MP 86.3) to Valley Brooke Road (MP 87.0) segments described herein, located within the Contractor's jurisdiction for a total length of 7.47 lane miles ("the Highways").

Maintenance Services to be performed by the Contractor, at State expense, for the Highways under this Contract shall include (without limitation) the following services:

Removal of snow, sanding and salting

- a. Minor patching (any patching that does not require a lay-down machine or large roller), making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts. Should the amount of patching become extensive the Town will contact CDOT to inspect and determine how to complete the patching.
- b. For graffiti removal within the contract limits.
- c. Warning the State's representative of any "dangerous condition" (as that term is defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
- d. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Contractor has notice of any State Highway signing and regulatory devices in need of repair.

The rate negotiated by the parties per mile for this Contract is \$3,395.00 per mile, and the number of miles of the Highways for which the Contractor will provide Maintenance Services is 7.74 lane miles, for a total maximum amount of \$27,000 per fiscal year. This price shall remain fixed for the full 5 year term of the Contract; the total payment to the Contractor during the term of this Contract shall not exceed that maximum amount of \$135,000.00.

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

**SAMPLE IGA OPTION LETTER
Highway Maintenance**

Date: []	State Fiscal Year: []	Option Letter No. []	Routing #: []
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Vendor Name:

1) SUBJECT: (Please choose either A or B below and place in the subject line)

- A. Change in the highway locations and the Maximum Amount Payable.
- B. Change in the traffic locations and the Maximum Amount Payable.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number [] (Agreement), between the State of Colorado Department of Transportation, and [] the state hereby exercises the option to an [] amount of goods/services at the same rate(s) specified in **Exhibit A** of the Agreement and in **Exhibit A-1**, attached hereto.

The amount of the current Fiscal Year contract value (encumbrance) is [] by \$[] to satisfy the Maintenance Services ordered under the contract for the current fiscal year [] Section 4.C (for Highway Maintenance) or Section 4.D (for Traffic Maintenance) shall be modified to show the annual not to exceed amount to \$[] and the Contract (five-year term) not to exceed amount shall be modified to \$[].

The total contract value to include all previous amendments, option letters, etc. is \$[].

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

John W. Hickenlooper, GOVERNOR

By: _____ Date: _____

_____, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____
(Controller Delegate, Department of Transportation)

Date: _____

Updated: April 2014

Form date: August 16, 2013

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 C and **Exhibit C** of the original Contract routing number [] between the State of Colorado, Department of Transportation, and [], covering the term July 1, ZIGA_OPT_FY through June 30, [], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [].

The amount to be encumbered by this Encumbrance Letter is \$[]. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$[].

Fiscal Year	Amount

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

<p>STATE OF COLORADO ZGOVERNOR, GOVERNOR Department of Transportation</p> <p>By: _____ (For): Donald E. Hunt, Executive Director</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Controller Delegate, Department of Transportation</p> <p>Date: _____</p>

Updated: April 2014

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: November 19, 2014

Re: Planning Commission Decisions of the November 18, 2014, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF November 18, 2014:

CLASS C APPLICATIONS:

None.

CLASS B APPLICATIONS:

None.

CLASS A APPLICATIONS:

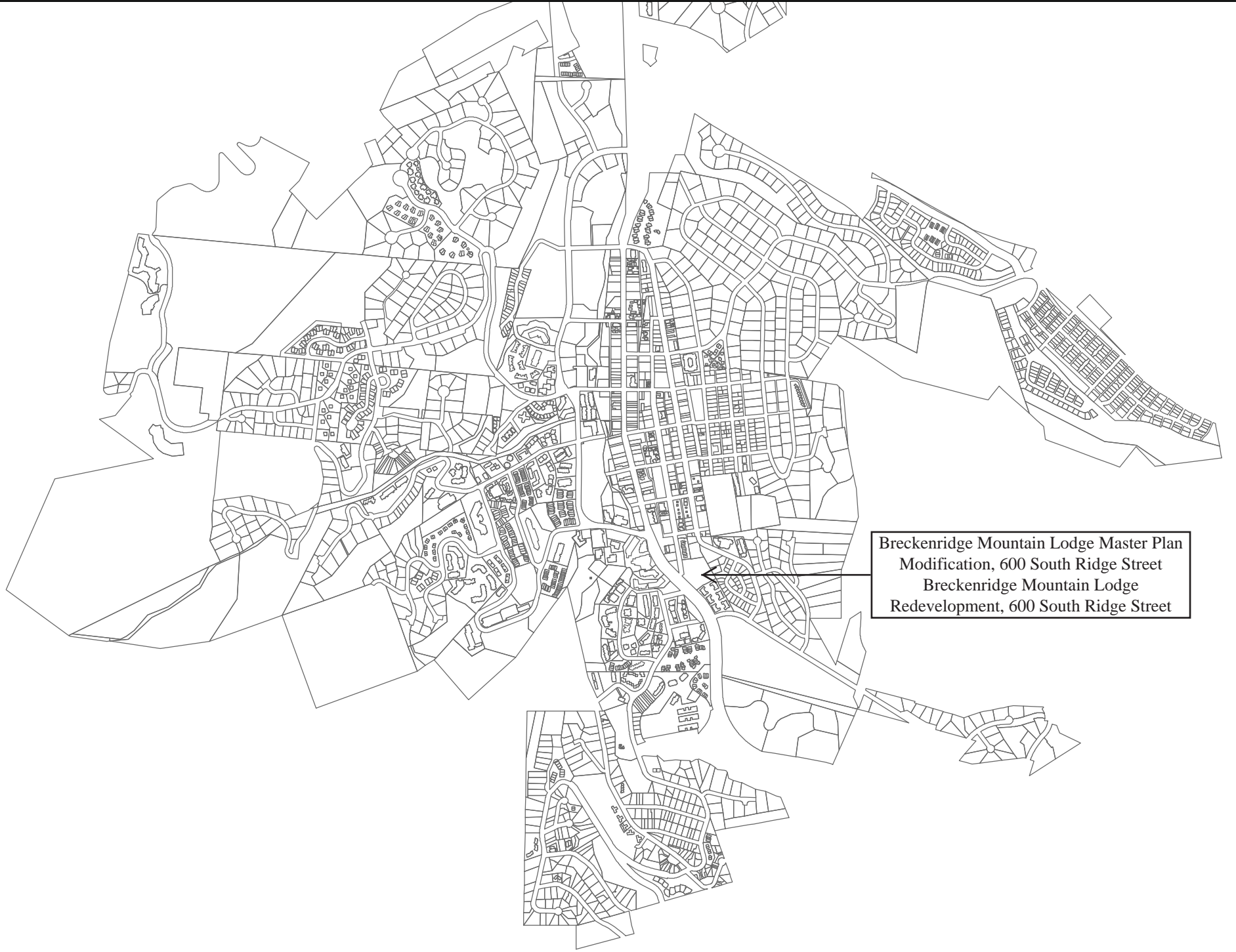
- 1) Breckenridge Mountain Lodge Master Plan Modification, PC#2014033, 600 South Ridge Street
Master Plan modification to transfer TDRs of 17.65 SFEs for hotel use. Approved.
- 2) Breckenridge Mountain Lodge Redevelopment, PC#2014034, 600 South Ridge Street
Redevelopment of Lot 3 of the Breckenridge Mountain Lodge area for a 3-story, 129 room hotel with 328 square feet of internal commercial use. Internal parking will be located within the north and south structures with the remainder on the surface mostly surrounded by the building. Approved.

TOWN PROJECT HEARINGS:

None.

OTHER:

None.



Breckenridge Mountain Lodge Master Plan
Modification, 600 South Ridge Street
Breckenridge Mountain Lodge
Redevelopment, 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 Dan Schroder Ron Schuman
Dave Pringle arrived at 7:25pm
Ben Brewer, Town Council Liaison

APPROVAL OF AGENDA

With no changes, the November 18, 2014, Planning Commission Agenda was approved as presented.

APPROVAL OF MINUTES

With no changes, the November 4, 2014, Planning Commission Minutes were approved as presented.

TOWN COUNCIL REPORT:

Mr. Brewer:

- Passed an ordinance that increases the fees on water to prepare for the day that there is a need to build another water plant.
- Set the mill levy, currently at 5.07 mills, one of the lowest property taxes of any town in the state. We collect about \$2.3 million from this and two thirds of the rest of the Town's revenue are made up in sales tax. Child care measure didn't pass which would have added some.
- We approved on first reading a lease with Verizon, for the "foul pole" cell tower. One of the poles holding up the softball net at the Rec Center will be 25' taller for the cell tower. This will be a Class A application and come before the Planning Commission. There are some benefits with a lease agreement and improvements to the dumpster area over at the Rec Center.
- Landmarked a bunch of properties, Milne-Eberlein, Grand Vacations Community Center.
- Extended the moratorium on new marijuana licenses, extended it from January 1 to July 1, 2015.
- Brought on Robert Gregory as our Town prosecutor and reaffirmed Tim Berry as our Town Attorney.
- (Ms. Dudney asked about if the non-binding measure passes on December 9 votes Yes, and the Town Council votes "Yes", when does it go into effect?) If retail marijuana on Main Street is approved by the voters then, the Town Council will take two council meetings to set the ordinance. It is anyone's guess on the timing of this process. The retail marijuana shop that exists on Main Street will have to move by January 2nd so we would probably set the ordinance before that day. I would affirm whatever decision the community makes in the vote on December 9.

FINAL HEARINGS:

1) Breckenridge Mountain Lodge Master Plan Modification (MM) PC#2014033, 600 South Ridge Street

2) Breckenridge Mountain Lodge Redevelopment (MM) PC#2014034, 600 South Ridge Street

Mr. Mosher presented. The applicant's proposals are: to modify the existing Breckenridge Mountain Lodge Area Master Plan, and redevelop Lot 3 of the Breckenridge Mountain Lodge Area for a hotel with a small portion of commercial use. Staff is presenting these as a final hearing as we heard general support for the applicable policies from the Development Code and a possible passing score on a final point analysis.

Changes from the October 21, 2014 Planning Commission Meeting

1. The needed Transfer of Development Rights (TDRs) decreased slightly from 17.67 SFEs to 17.65 SFEs.
 - a. The applicant will be seeking up to 18 TDRs to cover any incidental changes needed with the creation of final construction documents. This is reflected in the Findings and Conditions.
2. The Parking Analysis from the parking consultant and a revised Management Plan from the applicant with an included valet parking option.

- a. The applicant has submitted an analysis of the parking scenarios.
3. An increase in the proposed off-site employee housing square footage.
4. Public Trail Maintenance memo.
 - a. A memo from the Town Attorney explaining “Liability Issues When Private Property Is Used as a Public Trail”.
5. Staff has included a final point analysis.
 - a. The analysis reflects the input from the Commission at the last hearing.
 - b. In addition, the applicant is seeking positive points under Policy 24/R and Policy 26/R.
 - c. In addition, the applicant will be incurring negative points under Policy 33/R.

At the last hearing, the applicant received constructive feedback and direction from the Commission. Staff had focused many of the report questions on specific policies from the Development Code with the goal of establishing direction for a final point analysis for both the Master Plan and Redevelopment applications. Some of the Commission expressed concerns about the site buffering, landscaping and parking for the proposal.

Staff heard the majority of Commissioners support:

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 one outdoor gas fire pit.
3. **(+1 point)** Policy 6/R - Building Height – for broken, interesting roof forms that step down at the edges.
4. **(+1 point)** Policy 15/R – Refuse - Dumpster enclosure incorporated in principal structure.
5. **(+2 points)** Policy 18/R – Parking - About 78% of all the parking being provided will be screened from public view.
6. **(+4 points)** Policy 22/R – Landscaping – Providing above average landscaping plan. (Finding and Conditions include a requirement for a Landscaping covenant to be recorded prior to Certificate of Occupancy.)
7. **(+3 points)** Policy 24/R – Social Community – over 300% extra amenity space being provided. (Finding and Conditions include a requirement for Meeting Room and Amenity covenant to be recorded prior to Certificate of Occupancy.)
8. **(+4 points)** Policy 25/R – Transit – Providing a shuttle for guest use. (Finding and Conditions include a requirement for a standard shuttle covenant to be recorded prior to Certificate of Occupancy.)

With this Final review, the applicant is also seeking:

1. **(+4 points)** Policy 26/R – Infrastructure, Capital Improvements for the addition of the third turn-lane where Ridge Street meets Highway 9. (See discussion below)
2. **(+3 points)** Policy 24/R – Social Community – for providing 6.1% of the total density (4,000 square feet) in Employee Housing. (Finding and Conditions include a requirement for a covenant to be recorded for 4,000 square feet of Employee Housing located in the Upper Blue Basin prior to Certificate of Occupancy.)
3. **(-3 points)** Policy 33/R – Social Conservation – For added safety for the guests, the applicant is proposing to add snow melted areas beneath the porte-cochère and at the outdoor pool area. Since adequate snow stacking is provided on-site, no recorded covenant is required. A Condition of Approval will be added to indicate these spaces on the construction set of drawings.

At the last meeting, Staff heard majority support for the project as presented. Some Commissioners expressed some concerns about the parking mitigation plan (Policy 18/R) and site buffering (Policy 7/R). Responding, the applicant has provided a valet parking plan and increased the number of shrubs along the south property line to address these concerns.

Staff feels the review process for this proposal resulted in a development that should benefit the Town. The applicant has responded to the Commissioner, Staff and neighbor's concerns, which have been reflected in the current proposal. Staff recommends approval of the two applications. If the Commission believes the Development Agreement can be applied with the additions identified in the attached Findings and Conditions, Staff recommends the Commission support:

1. The attached Point Analysis for the Breckenridge Mountain Lodge Area Master Plan Modification showing a passing score of positive eight (+8) points, PC #2014033 and;
2. The Development Application for the Breckenridge Mountain Lodge Area Master Plan Modification, PC #2014033, with the presented Findings and Conditions.

and

1. The attached Point Analysis for the Breckenridge Mountain Lodge Redevelopment, PC #2014034 and;
2. The Development application for the Breckenridge Mountain Lodge Redevelopment, PC #2014034, with the presented Findings and Conditions.
- 3.

Staff noted that, in the report, the points suggested under Policy 26/R Infrastructure should be +4 not +2

Commissioner Questions / Comments

- Mr. Schuman: The heated 6,100 sq feet where is that? (Mr. Mosher: The porte cochere and the pool area.)
- Mr. Schroder: The positive extra points do they change the final point analysis? (Mr. Mosher: Yes.)
- Mr. Mamula: Could you please show me the turn lane and how it affects the applicant's property? (Mr. Mosher: The whole corner where the sidewalk is right now gets redone. There is a hydrant that is tight near the Breck Brewery.) How many cars can you stack in those lanes? (Mr. O'Connor, Applicant: Probably three cars.)
- Mr. Schroder: The attorney's clarification that there wasn't any liability; do we know if any neighbors are still unhappy? (Mr. Mosher: No known unhappy neighbors at this point.)

Applicant Presentation:

Mr. Michael O'Connor, Triumph Development:

Thanks to the planning staff and the Planning Commission for the candid feedback, it has taken us to a good point and the right decision. We walked away from the last meeting with good feedback and the significant changes that we have made over time were worth it. The final touches that we needed like the additional buffering on the south end and the legal liability issues for the public path from the Town's Open Space Department helped us understand this area better too. It is good to see that the staff agrees with us and that the proposal is passing with positive points.

There really are no architectural changes; the renderings give more overall context. The building has come a long way, the renderings show the more residential aspects of the building and the hearth room is rendered correctly.

The general configuration of the added turning lane means that we are growing the right way towards our property. But, it will mean that traffic will flow and reduce congestion. It is an issue for the hotel and the community and we would believe it solves these and deserves the positive four (+4) points suggested in the report. Also, we believe, with the revised parking plan and study, that this is a pedestrian friendly location for a hotel. The drawings show 0.85 parking spaces per room (more than the Development Agreement allowed) and the guests who park here won't need to access their car once they are here. There is substantial evidence in the Code for this level of parking at lodges where there isn't substantial pedestrian access. I know we are not going to have an issue with parking. Adding the garage area, offered more snow stacking and moved most of the parking underground and gave us more flexibility with parking option. The valet parking option gets the required parking up to that required by the Development Code. It will allow us to grow into it, we only need to provide the valet parking if the hotel is busy and, with the added income from the rooms. it makes it

worth it. We have simplified the parking management plan, this is not going to impact the community. We will market the fact that this is a pedestrian friendly location and that there is a free Town and County shuttle system. This is a business issue. If we don't have enough parking, we can't have it be a negative issue for our guests.

The point analysis is positive 8 depending on the decision for the Capital Improvement analysis with the turning lane. (Mr. Schroder: The point analysis is it positive eight (+8)?) (Mr. Mosher: Yes, positive eight (+8); the staff report shows it incorrectly.)

(Mr. Pringle: I liked how you stated that when it gets to a certain level you will plug in the valet parking. Are there other triggers that will trigger in the valet plan?) I've talked to the Double Tree and they don't have more than 85% of their guests show up with a car and they also have valet options. We will learn more, this is a business decision, valet parking is an expense that you don't need to have, but when we need we have the plan. This will not become a Town expense or impact. When the hotel is booked at 90% occupancy, we have the valet staff on and the plan in place.

With no further questions from the Commission, Mr. Mamula opened the hearing to public comment.

Ms. Lynn Crowell, 113 Powder Ridge Road (not present at the meeting): Submitted a letter to the Commission the day of the meeting and it was added to public record.

Mr. Mark Roberts, 44 Sheppard Circle, Breckenridge:

I'm pleased to see that the building has come a long way. Most of my concerns involve parking, as a property manager and as a resident of the Town. On Friday nights during ski season, I watch my son play hockey and then we go out for pizza and there is no where to park in Town. The subject property with the empty buildings right now is full of parked cars using the empty spaces. So all of those cars will now need to go somewhere else. I've gotten to the point where I park at the school. I manage several units at Crystal Peak Lodge and when I tell my guests that there is only one parking space per two bedroom unit, they can't believe it because they have 6 people with several cars. At Crystal peak Lodge I would tell my guests to pay the parking ticket fine of \$20 a day at the Town lot instead of walking a half a mile away from cheaper parking. The building does look really good. My dad owns a house across from Lynn Crowell and I manage houses adjacent to this and I haven't heard objections from them.

Ms. Reilly DeSantis, 505 South Ridge Street:

I would love to see this parcel developed and I think your plans are beautiful. I'm not sure if it is in line with what I see for Breckenridge. I too am concerned about parking. Where will your employees park? I used to have an office at One Ski Hill residence and with all of their parking and it did not work. The number of heads in beds doesn't add up for me when it comes to parking.

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

Commissioner Questions / Comments

Ms. Dudney: I really appreciate the comments from the public. One reason I'm so positive about this project is that, as a Marriott, it has a reservation system which will allow the manager to manage the parking situations. The guests will know that parking is an issue up front. Secondly, it is very pedestrian-accessible to skiing and the rest of Town. I think the design is terrific, I have no doubt that the parking will work. I'm all for it.

Mr. Pringle: I had one question on point analysis, in respect to 18/R on parking, once we agree that the reduced parking amount is adequate to the Development Agreement, and therefore no negative points. (Mr. Mosher: So the Commission accepts the absolute if you take the Development Agreement as the guiding document. Negative point could be possible but, the

is no precedent.) So, once conditions are met in the Development Agreement, then no negative points? So when you meet the parking in the Development Agreement, why would you give them any positive points, like the shuttle, if they mitigate the parking situation? I want to have a conversation with the Town Council and suggest not awarding positive points on the shuttle which mitigates the parking problem. I'm sure we are compelled to go with the positive points, but I think this is a classic double dip. With so many positive points for the project, it would be wonderful if the applicant were to allow us to take away the positive four (+4) points so that we establish precedent. After saying this, I think the applicant has done a great job in addressing issues, with the architecture, addressing neighbor concerns, etc. I don't have any issues. I am confident that you will handle the parking but it is a leap of faith that we go there. I don't put a lot of stock into the parking plan but I realize it will be up to the person who owns the business to see it through. I'm in support of these points other than the positive four (+4) for the shuttle.

Mr. Schroder: I am in support of the total score of positive eight (+8) points with the analysis and I appreciate the developer work well with all involved. As mentioned with Mr. Brewer, we foresee a date in the future where we see that the water won't keep flowing and I see this also happening with parking. There will be a lot of new cars with teenagers getting drivers licenses. I appreciate that you are going this way and planning for the future. I'm in support of the proposal as presented

Ms. Christopher: I agree with all that has been said and I also am in support and thank you for all the changes.

Ms. Lamb: I am in agreement with everything that has been said, my pet problem was the parking and I think you've done a good job with that.

Mr. Schuman: I do support the project; I think the parking plan will work. I've seen the Hotel Jerome parking plan work and I agree with the point that Ms. Dudney made about the Marriott reservation system making it possible to plan and talk to the guests.

Mr. Mamula: The only reason this is being built is because of the Development Agreement. Without the Development Agreement this would not be built this way with this much density. However, thank you for the changes that you've made. I'm still leery about the parking. Addressing the public comment regarding the cars that are parked on the lot now, at no point is Mr. O'Connor liable to accommodate the people who poach parking spaces the current lot. That is a problem that the Town has to solve. I wouldn't mind seeing a more in depth plan for using the valet. I'm in agreement with the positive four (+4) points for the infrastructure points. I also would like to see a conversation with Town Council on both the shuttle and the positive points for extra amenity space. (Ms. Puester: If the Commissioners are in agreement with positive four (+4) points in the infrastructures then we need to add a motion at the conclusion of your comments.)

Mr. Pringle made a motion to change the point analysis for the 26/R from positive two (+ 2) to positive four (+4) points, second by M. Christopher. The motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the point analysis for the Breckenridge Mountain Lodge Master Plan Modification, PC#2014033, 600 South Ridge Street, showing zero (0) points. Mr. Lamb seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the Breckenridge Mountain Lodge Master Plan Modification, PC#2014033, 600 South Ridge Street, with the presented Findings and Conditions. Mr. Schuman seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the point analysis for the Breckenridge Mountain Lodge Redevelopment, PC#2014034, 600 South Ridge Street showing a net score of positive eight (+8) points. Mr.

Schroder seconded, and the motion was carried unanimously (7-0).

Mr. Pringle made a motion to approve the Breckenridge Mountain Lodge Redevelopment, PC#2014034, 600 South Ridge Street, with the presented Findings and Conditions. Ms. Christopher seconded, and the motion was carried unanimously (7-0).

OTHER MATTERS:

Ms. Dudney: If you happen to go to the Town Council meeting on Tuesday, I agree with both Mr. Pringle and Mr. Mamula about the double dipping on these two matters with the shuttle. Also, the Town Council needs to realize that this will exacerbate the parking in the Town with the poaches. (Mr. Lamb and Ms. Christopher agree as well.)

Mr. Lamb: I agree this parking issue should be addressed. (Mr. Grosshuesch: The way the parking balances out is that if you are willing to walk a little bit further you will find a place to park in the winter. You can find it if you are willing to walk.)

Mr. Mamula: We still have an issue with the business owners and their staff, who feel that they have a need to park right in front of their place of business. The parking in town is supposed to be for our guests.

Ms. Dudney: The parking tickets are more expensive.

Mr. Mamula: The locals need to be the solution to this not the guest. (Ms. Puester: We can put this on our top ten issues as well.)

ADJOURNMENT:

The meeting was adjourned at 8:15 pm.

Eric Mamula, Chair



Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

NOVEMBER 2014

Tuesday, November 25, 2014; 3:00/7:30 pm Second Meeting of the Month

DECEMBER 2014

Tuesday, December 9, 2014; 3:00/7:30 pm First Meeting of the Month

Friday, December 12, 2014; 8-9am; TBA Coffee Talk

Tuesday, December 23, 2014; 3:00/7:30 pm CANCELED - Second Meeting of the Month

JANUARY 2015

Tuesday, January 13, 2014; 3:00/7:30 pm First Meeting of the Month

Friday, January 16, 2014; 8-9am; TBA Coffee Talk

Tuesday, January 27, 2014; 3:00/7:30 pm Second Meeting of the Month

OTHER MEETINGS

4 th Monday of the Month; 4:00 p.m.	Cultural Arts Advisory Committee; Riverwalk Center
1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	GoBreck; GoBreck Offices
4 th Thursday of the Month; 7:00 a.m.	Red White and Blue; Main Fire Station
4 th Monday of the Month; 3:00 p.m.	Childcare Advisory Committee; Town Hall

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition

Town of Breckenridge Executive Summary
Economic Indicators
(Published November 19, 2014)

Indicator Monitoring System

Up and down arrow symbols are used to show whether the indicator appears to be getting better, appears stable, or is getting worse. We have also designated the color green, yellow or red to display if the indicator is currently good, fair or poor. Please note months of data will vary with indicator, based on the most recent information available.



Unemployment: Local (September 2014)

Summit County's unemployment rate decreased to 3.2% in September. This rate is lower than the September 2013 rate of 5.9% and the September 2012 rate of 7.5%. Summit's September rate is lower than that of Pitkin County (3.7 %) and Eagle County (3.5 %). (Source: BLS)



Unemployment: State (September 2014)

The Colorado State unemployment rate decreased to 4.7 % in September. This September rate is lower than the September 2013 rate of 6.9 %. (Source: State of Colorado)



Unemployment: National (September 2014)

The national unemployment rate dropped to 5.9 % in September. Since 2011, we have seen the national rate continue a general incremental downward trend. September 2014 has seen a notable drop from last September's rate of 7.2% and the September 2012 rate of 7.8%. (Source: BLS)



Destination Lodging Reservations Activity (October 2014)

Occupancy rates increased 22.4 % for the month of October compared to October 2013, with an increase of 1.0 % in the Average Daily Rate (ADR) for the month. On average, the occupancy rates for all Colorado mountain resort destinations increased by 13.7 % for the month. (Source: DestiMetrics)



6 Month Projected YTD Occupancy (November 2014-April 2015)

Future bookings for the upcoming November-April period show an increase of 3.1 % in projected occupancy rate over the corresponding period last year. The Average Daily Rate for the same time period is up 8.8 %. (Source: DestiMetrics)



Traffic Count at Eisenhower Tunnel (October 2014)

During the month of October, the traffic count at the Eisenhower tunnel (westbound) totaled 418,122 vehicles compared to October 2013 traffic counts (387,367 vehicles), representing a 7.9 % increase. Traffic counts in town on Highway 9 at Tiger Road are temporarily unavailable due to disruptions related to the highway construction project.

(Source: CDOT)



Consumer Confidence Index-CCI (October 2014)

The Consumer Confidence Index (CCI) increased in October to 94.5, an increase of 5.5 percentage points from September. The CCI has maintained a generally positive upward trend since spring of 2013.

(Source: CCB)



Mountain Communities Sales Tax Comparisons (August 2014)

The amount of taxable sales in Town for August 2014 was up 8.5% from August 2013 levels. All mountain towns monitored experienced an increase in sales as compared to August 2013. The average sales change in mountain towns was an increase of 12.5 %.

(Source: Steamboat Springs Finance Dept.)



Standard & Poor's 500 Index (October 2014)

The S&P 500 average monthly adjusted closing price reached a record high of 2018 in October, up 46 points from September (1972). Overall, there has been an upward trend in the index that started over three years ago. (Source: S&P 500 and Town Finance)



Town of Breckenridge RETT Collection (October 2014)

October 2014 RETT collection (\$495,973) was 2.2 % lower than October 2013 (\$506,434) collections and above October 2012 collections (\$387,028). Year to date RETT collections through October (\$3,778,474) are 1.4 % higher than 2013 collections for the same time period and higher than 2012 collections (\$2,520,294). (Source: Town Finance)



Real Estate Sales for Summit County/Breckenridge (September 2014)

September Summit County real estate sales increased by 19 % in \$ volume and 11 % in the number of transactions compared to September 2013. Of that, Breckenridge took in 37% of the \$ volume and 27% of the transactions countywide for the month. (Source: Land Title)



Foreclosure Stressed Properties (September 2014)

Eighteen properties in Breckenridge (excluding timeshares) were in the foreclosure process in September, which accounts for 29% of the total foreclosures in the County. (57 timeshare units were in the foreclosure process as of September) (Source: Land Title)

