



Town Council Work Session
Tuesday, October 24, 2017, 3:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

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

I. PLANNING COMMISSION DECISIONS (3:00-3:05pm)

Decisions from the October 17, 2017 Planning Commission Meeting

II. LEGISLATIVE REVIEW (3:05-3:35pm)

SRF for Water Plant (Emergency Ordinance)

Liquor and Marijuana Licensing Authority Alternate Member (First Reading)

Child Advocacy Center Lease (First Reading)

Purple Route/ Summit Stage IGA (Resolution)

III. MANAGERS REPORT (3:35-3:50pm)

Public Projects Update

Parking and Transportation Update

Housing and Childcare Update

Committee Reports

Financials

IV. OTHER (3:50-5:20pm)

Median Banners

100% Renewable Energy Goal

Save as You Recycle Program

V. PLANNING MATTERS (5:20-6:00pm)

Workforce Housing Deed Restriction Discussion

Memo



To: Breckenridge Town Council
From: Peter Grosshuesch, Director of Community Development
Date: 10/18/2017
Subject: Planning Commission Decisions of the October 17, 2017 Meeting

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF OCTOBER 17, 2017:

CLASS C APPLICATIONS:

1) Village Hotel Exterior Remodel, PL-2017-0534, 605 S. Park Ave.

A proposal to remodel the exterior of the Village Hotel, including changing the color of the stucco, adding new trim and wood finishes, and adding two large exterior wall murals. The project will also include a substantial interior remodel in which existing uses are being relocated within. However, no new uses are proposed. There are no proposed changes to the existing site plan, including circulation, drainage and landscaping, with this application. *Approved.*

CLASS B APPLICATIONS:

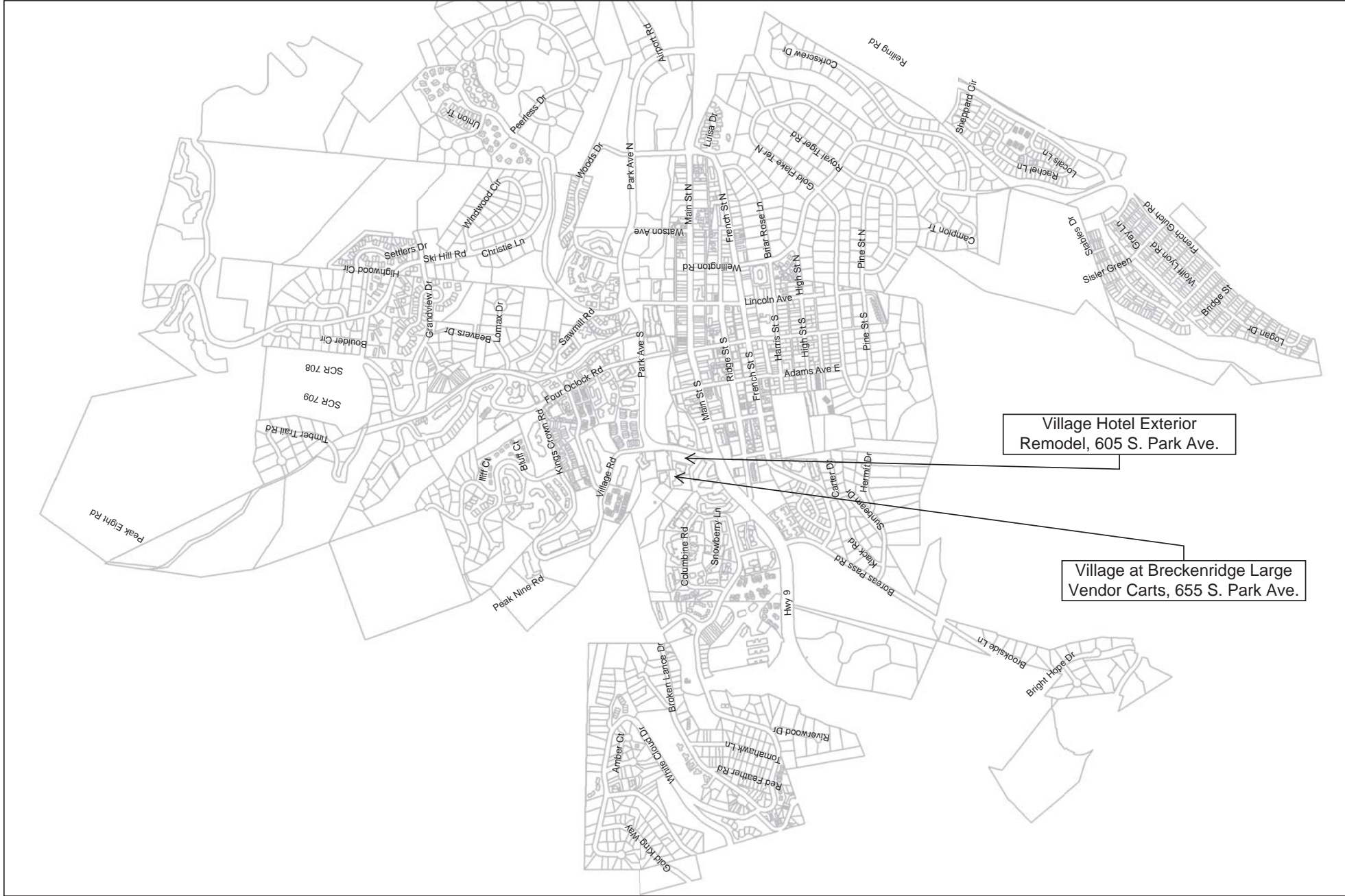
1) Village at Breckenridge Plaza Vendor Food Carts, PL-2017-0532, 655 S. Park Ave.

A proposal to install two large vendor carts and associated site furnishings on the Village at Breckenridge Plaza. *Approved.*

CLASS A APPLICATIONS: None

TOWN PROJECT HEARINGS: None.

OTHER: None.



Village Hotel Exterior
Remodel, 605 S. Park Ave.

Village at Breckenridge Large
Vendor Carts, 655 S. Park Ave.



printed 4/11/2017

Breckenridge South



PLANNING COMMISSION MEETING

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

ROLL CALL

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

APPROVAL OF MINUTES

With no changes, the October 3, 2017 Planning Commission minutes were approved.

APPROVAL OF AGENDA

With no changes, the October 17, 2017, Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No Comments

CONSENT CALENDAR:

1. Village Hotel Exterior Remodel (CK), PL-2017-0534, 605 S. Park Ave.

A proposal to remodel the exterior of the Village Hotel. The proposal includes changing the color of the stucco, adding new trim and wood finishes and adding two large exterior wall murals. The project will also include a substantial interior remodel in which existing uses are being relocated within. However, no new uses are proposed. There are no proposed changes to the existing site plan, including circulation, drainage and landscaping, with this application.

Commissioner Questions / Comments:

Mr. Gerard: In reference to Public Art; why not refer the proposal to the Public Art Commission anyway? (Mr. Kulick: I've looked at Code with Tim Berry. We determined that Code only requires referral to PAC if positive points are requested. This application does not request positive points. We're not looking for the PAC to weigh in on taste of art located on private property. Per Policy 43/A Planning staff only looks for things such as circulation being compromised. No issues here since it's a mural on a wall.)

The Consent Calendar was approved as presented.

TOWN COUNCIL REPORT:

- Amendment to remove F-Lot from Transition Area in Conservation District to allow for the parking facility: Council is supportive and the second reading will be on October 24.
- Council desires to change their first February meeting date to Feb 6. PC meeting would be bumped up to Jan 30. Let Julia know if there are issues with that date for a meeting.
- Requested staff look at the snack bar/deli definition again.
- New transit app that tells people where buses are is being beta tested.

COMBINED HEARINGS:

1. Village at Breckenridge Plaza Vendor Food Carts (CL), PL-2017-0532, 655 S. Park Ave.

Mr. LaChance presented a proposal for the installation of two large vendor carts and associated site furnishings on the Village at Breckenridge Plaza. Suggests a minor change to provision 16: replace with “applicant shall screen any propane tank.”

Anthony Tabanji: I currently operate another vendor cart in Town, The Gnarly Shawarma Large Vendor Cart, and am looking forward to operating at the Village.

Commissioner Questions / Comments:

Mr. Giller: Any thought given to appearance of outdoor finishes? (Mr. LaChance: Not required by code for food carts outside the Historic District. Furnishings do appear historic and some wood siding is proposed. Staff will have opportunity to conduct post-installation inspection because a Building Permit is required.)

Mr. Schuman: Seating and landscaping appears in the easement. Is that an issue? (Mr. LaChance: On the submitted site plan, the seating and landscaping is shown outside of the easement. On the supplemental floor plan of the seating and landscaping in your packet, the easement line is not shown.) There could move into the easement, just something to keep an eye on.

Mr. Giller: Would whiskey barrels and stumps inhibit ADA accessibility? (Anthony: I have not looked at it. Consistent with what I’ve seen at brewery.)

Mr. Gerard: How are furnishings getting here? (Anthony: from China.)

Mr. Lamb: I like it. Good job working with staff.

Mr. Schuman: I like it as well.

Ms. Leidal: Agree.

Mr. Giller: Support staff analysis.

Mr. Gerard: Support staff analysis and makes good use of open area in plaza.

A motion was made by Mr. Lamb to approve, with wording change on Condition 16 suggested by Mr. LaChance, seconded by Mr. Schuman. The motion was approved unanimously.

OTHER MATTERS:

- No comments on quarterly reports.
- APA Conference Recap, highlights:
 - Mr. Kulick: Went to an interesting session on vehicle miles travelled nationwide. Miles peaked around 2001 and then decreased until about 2015 when it rebounded—national and local trends mirror this. Habits of millennials are changing—they are using cars more now as they get older. Rideshare services like Uber are picking up in places and that has increased miles traveled. Had been thought we were at our peak VMT but now a reverse course.
 - Mr. Giller: Attended a session on mixed use development in Aspen and Crested Butte. Both have allowed more density but in Aspen they had a lot of pop-tops and large rooftop decks, which got excessive. People circumvented the Aspen Code by leaving a vacant ground floor commercial area and then building a huge residence behind and above it. In many cases there is no effort to lease the commercial space—if you have enough money it doesn’t matter if it’s rented. Crested Butte—they’re seeing combining of smaller apartments into larger apartments. Losing lodges in Aspen to people buying them to essentially use as a large single family home.
 - Four people running as a slate for Town Council in Telluride and concerns about density and housing affordability.
 - Mr. Grosshuesch: Housing mobile tour: four projects under construction. Telluride has similar issues as Breckenridge. They will have 330 deed restricted units when they are completed. They are taking a vacant lot and going under the street with a parking garage.

- Only \$700k/year allocated for housing.
- Mr. Truckey: The Fort Collins Climate Action Plan was discussed. Staff in every city department at Fort Collins are tasked with implementing the plan and it is one of their Council's three highest priorities. Went on a forest management tour with the Town Forester for the Town of Mountain Village. Mountain Village incentivizes defensible space and reimburses homeowners up to 50 % of their costs, to a maximum of \$5,000 from the Town. The Gondola tour was informative—the gondola is available 18 hours plus per day free of charge. They have implemented lighting protection and a backup power plant that essentially mean the gondola can always run except in rare situations.
 - Chair and vice chair elections next meeting.
 - Ron: Question about AMI meeting on housing. (Mr. Grosshuesch: primarily people with older covenants from Valley Brook attended. Issue was appreciation caps. They were bound by AMI or 3%, whichever is less, so they have no equity from the years that AMI was down. They would like some relief. The housing committee is now discussing this.)

ADJOURNMENT:

The meeting was adjourned at 6:26 pm.

Dan Schroder, Chair

Memo



To: Breckenridge Town Council Members
From: Brian Waldes, Finance Director
CC:
Date: 10/17/17
Subject: State Revolving Fund Loan - Emergency Ordinance

The purpose of this memo is to explain the purpose of the attached emergency ordinance approving a loan from the Colorado Water Resource and Power Development Authority (CWRPDA) to the Town of Breckenridge (the Town) for \$59M.

Background

The Town has been planning the construction of a second water treatment facility for several years. Construction of the facility itself is scheduled to begin in 2018. As such, staff is seeking to put in place the financing for the project.

As Council is aware, we are seeking debt financing from the State revolving Fund (SRF) through the CWRPDA. This program provides for low interest loans on a 20 year term to finance qualified water projects.

Staff is requesting the approval of the attached emergency ordinance to facilitate the execution of the SRF loan. We are using the emergency ordinance process because time is of the essence in this process. We have used an emergency ordinance before when issuing the 2016 Certificates of Participation for the same reason.

Next Steps

Upon approval of the ordinance, staff will be able to proceed immediately with the next steps for execution of the SRF loan. The current funding schedule provides for closing on the loan in mid-November.

COUNCIL BILL NO. ___
ORDINANCE NO. ___
SERIES 2017

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

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

WHEREAS, the Town of Breckenridge (the "Town"), in the County of Summit and State of Colorado, is a duly organized and existing home rule municipality of the State of Colorado (the "State") created and operating under the State Constitution and the Home Rule Charter of the Town (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected, chosen, and qualified; and

WHEREAS, pursuant to C.R.S. §37-45.1-103, the Town owns and operates its municipal water system (the "System"); and

WHEREAS, the Council has determined that the System constitutes an enterprise (the "Enterprise") pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Council is the governing body of the Enterprise; and

WHEREAS, the Council has heretofore determined that the interest of the Town and the public interest and necessity demand and require the construction of a new water treatment plant, an intake structure, a pump station facility, raw water pipelines, transmission and distribution pipelines and applicable system appurtenances (the "Project"); and

WHEREAS, the Council has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the Town to enter into a loan agreement (the "Loan Agreement") with the Colorado Water Resources and Power Development Authority ("CWRPDA"), a body corporate and political subdivision of the State, pursuant to which CWRPDA shall loan the Town an amount of not to exceed \$59,000,000 (the "Loan") for such purposes; and

WHEREAS, the CWRPDA will obtain money to fund the Loan to the Town through the issuance of its bonds (the "CWRDPA Bonds"); and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the Town to CWRPDA, and which Bond shall be payable only from revenue of the System; and

WHEREAS, under Section 11.6 of the Charter, the Town is authorized to issue revenue bonds payable solely from the net revenues of the System; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires an election to incur any multiple fiscal year obligation unless such obligation is incurred by an enterprise; and

WHEREAS, under TABOR, an enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2016, the Enterprise received grants for the System (as defined in the Loan Agreement) from all State and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, pursuant to TABOR and the Charter, the Bond, and the Loan Agreement (collectively, the "Financing Documents") may be approved by the Council without an election; and

WHEREAS, the Bond and the Loan Agreement shall be revenue obligations of the Town, payable from the net revenues of the System (the "Pledged Property"); and

WHEREAS, except to secure the Loan and the Bond, the Town has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond; and

WHEREAS, there have been presented to the Council the forms of the Financing Documents; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

Section 1) Determinations. The Council hereby finds and determines that the System constitutes an enterprise under all applicable State laws. The adoption of this Ordinance does not adversely impact the enterprise status of the System prior to the date hereof.

Section 2) Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the "Mayor"), the Town Manager of the Town (the

“Town Manager”) or the Town Director of Finance and Information Technology (the “Finance Director”). The Mayor and Town Clerk of the Town (the “Town Clerk”) are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, the Finance Director, and the Town Clerk, or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 3) Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4) Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor, the Town Manager, and the Finance Director the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

- i) The interest rate on the Loan;
- ii) The principal amount of the Loan;
- iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv) The dates on which the principal of and interest on the Loan are paid; and
- v) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- (i) the net effective interest rate on the Loan shall not exceed 3.00%;
- (ii) the principal amount of the Loan shall not exceed \$59,000,000; and
- (iii) the final maturity of the Loan shall not be later than December 31, 2042.

Section 5) Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain a recital that the Bond is issued

pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6) Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7) Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 8) Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 9) Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property (as defined in the Loan Agreement) and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. Such recourse shall not be available either directly or indirectly through the Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bond and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing, and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 12. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the Town Manager, and the Finance Director are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, the Bond, or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. CWRPDA's Official Statement. The appropriate officers and employees of the Town are hereby authorized and directed to furnish and supply information concerning the Town to CWRPDA for use in the preparation of an Official Statement to be used to market the CWRPDA Bonds.

Section 17. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 18. Repealer. All orders, resolutions, bylaws, ordinances, or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 19. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 20. Declaration of Emergency. In order to effect the Project while favorable market conditions exist, it is hereby declared that an emergency exists and that this Ordinance is immediately necessary for the preservation of the public peace, health, safety, and financial well-being of the Town. This Ordinance is hereby declared, pursuant to Section 6.1(b) of the Charter, to be exempt from referendum.

Section 21. Effective Date, Recording, Authentication, and Publication. In accordance with Section 5.11 of the Charter, this Ordinance shall be in full force and effect immediately upon adoption by the affirmative votes of at least five (5) members of the Council. A true copy of this Ordinance shall be numbered and recorded in the official records of the Town, shall be authenticated by the signatures of the Mayor and the Town Clerk, and shall be published in full within ten (10) days after adoption, or as soon thereafter as possible, as required by Section 5.11 of the Charter.

INTRODUCED, READ BY TITLE, APPROVED AND ADOPTED AS AN EMERGENCY ORDINANCE THIS 24TH DAY OF OCTOBER, 2017.

COLORADO

TOWN OF BRECKENRIDGE,

By: _____
Mayor

(SEAL)

ATTEST:

Town Clerk

APPROVED IN FORM:

Town Attorney

STATE OF COLORADO)
)
 COUNTY OF SUMMIT) ss.
)
 TOWN OF BRECKENRIDGE)

I, Helen Cospolich, Town Clerk of the Town of Breckenridge, Colorado (the “Town”), do hereby certify:

1. That the foregoing pages are a true and complete copy of the ordinance (the “Ordinance”) adopted by the Council constituting the governing board of the Town of Breckenridge, Colorado (the “Council”), had and taken at an open, regular meeting of the Council held at the Town Hall, in Breckenridge, Colorado, on October 24, 2017, convening at the hour of 7:00 p.m. as recorded in the regular book of official records of the proceedings of the Council kept in my office.

2. The passage of the Ordinance as an emergency on October 24, 2017, was duly moved and seconded and the Ordinance was approved by five (5) affirmative votes of the Council members present at the meeting as follows:

<u>Name</u>	<u>Voting “Yes”</u>	<u>Voting “No”</u>	<u>Absent</u>	<u>Abstaining</u>
Eric Mamula, Mayor				
Jeffrey Bergeron				
Mark Burke				
Mike Dudick				
Erin Gigliello				
Elisabeth Lawrence				
Wendy Wolfe				

3. That the members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

4. That there are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance.

5. Within ten days following final adoption, or as soon thereafter as possible, the Ordinance was published in full by posting on the Town's official website for a period of five (5) consecutive days (from _____, 2017 through _____, 2017). The affidavit of publication is attached hereto as Exhibit A.

6. That notice of the regular meeting of October 24, 2017, in the form attached hereto as Exhibit B, was posted at the Town Hall not less than twenty-four hours prior to such meeting in accordance with law.

WITNESS my hand and the seal of the Town affixed this October 24, 2017.

(SEAL)

Town Clerk

Exhibit A

(Attach Affidavit of Publication)

Exhibit B

(Form of Notice of October 24, 2017 Meeting)

Memo



To: Breckenridge Town Council Members
From: Helen Cospolich, Municipal Services Manager
Date: 10/19/2017
Subject: Liquor and Marijuana Licensing Authority Alternate Member

This ordinance would allow the Liquor and Marijuana Licensing Authority to appoint an alternate member who would be asked to attend meetings when quorum may not be met due to the absence of regular members. This Authority has only 5 members and quorum is 3 people. The alternate member would be asked to be familiar with current liquor and marijuana licensing rules and processes. Staff supports the passage of this ordinance and will be in attendance to answer questions.

1 Additions To The Current Breckenridge Town Code Are
2 Indicated By **Bold + DbI Underline**; Deletions By ~~Strikeout~~

3
4 COUNCIL BILL NO. ____

5
6 Series 2017

7
8 AN ORDINANCE AMENDING SECTION 2-5-3 OF THE BRECKENRIDGE TOWN CODE
9 CONCERNING THE TOWN COUNCIL REPRESENTATIVE TO THE TOWN OF
10 BRECKENRIDGE LIQUOR LICENSING AUTHORITY

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

14
15 Section 1. Section 2-5-3 of the Breckenridge Town Code is amended by the addition of a
16 new Section F, which shall read in its entirety as follows:

17
18 **F. The Town Council may appoint an alternate member to serve on the**
19 **Authority when such person's presence is necessary for the Authority to be**
20 **able to act at a particular meeting. The term of office of an alternate member**
21 **of the Authority shall be as provided in Section 2-5-4. The alternate member**
22 **shall count when determining whether a quorum is present at a meeting, and**
23 **when acting at a meeting the alternate member shall be treated as a member**
24 **of the Authority for all purposes. Because it is anticipated that the alternate**
25 **member will only have limited involvement with the Authority, the alternate**
26 **member shall not be subject to the term limit provision in Section 2-5-4-1.**

27
28 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
29 various secondary codes adopted by reference therein, shall continue in full force and effect.

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

35
36 Section 4. The Town Council hereby finds, determines and declares that it has the power
37 to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article
38 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

39
40 Section 5. This Ordinance shall be published and become effective as provided by
41 Section 5.9 of the Breckenridge Town Charter.

42
43 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
44 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
45 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

1 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

3
4 TOWN OF BRECKENRIDGE, a Colorado
5 municipal corporation
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9 By: _____
10 Eric S. Mamula, Mayor

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12 ATTEST:

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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
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Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
CC: Tim Berry, Town Attorney
Date: 10/13/2017
Subject: Child Advocacy Center Lease Agreement

In March 2017 staff presented Council with a request from representatives of Summit County Human Services to lease space in the Breckenridge Grand Vacations Community Center for a Child Advocacy Center (CAC). As discussed, members of the CAC Steering committee felt the site at BGVCC was ideal for the purposes of a Child Advocacy Center (CAC). The group was, and remains, very thankful for Council's willingness to lease the BGVCC space.

Over the last several months steering committee members completed the process of registering the Treetop Child Advocacy Center as a nonprofit business with the Secretary of State. The Town could not enter into a lease agreement until the center was established as a legal entity.

As discussed previously, the CAC seeks to lease the "coffee shop" space at BGVCC. The space will serve as a key location within the 5th Judicial District to provide a safe location for the investigation and intervention services to address issues of child abuse.

The lease agreement is attached for your review. The terms outlined in the lease include the standard nonprofit rental rate of \$852.78/month (\$10,233.36 annually) and a lease term of two years beginning February 1st, 2018. As this is a multi-year lease it is being presented as a Town ordinance for first reading.

Staff and representatives from the Treetop Child Advocacy Center will be available during the work session on Tuesday, October 24th to answer questions.

1 **FOR WORKSESSION/FIRST READING – OCTOBER 24th**

2
3 COUNCIL BILL NO. ____

4
5 Series 2017

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7 AN ORDINANCE APPROVING A LEASE WITH TREETOP CHILD ADVOCACY CENTER.
8 A COLORADO NONPROFIT CORPORATION
9 (Rooms 001 and 001 A-B in the “Breckenridge Grand Vacations Community
10 Center”; 103 South Harris Street)

11
12 WHEREAS, the Town of Breckenridge owns the real property commonly known as
13 “Breckenridge Grand Vacations Community Center”, located at 103 South Harris Street in
14 Breckenridge, Colorado; and

15
16 WHEREAS, Treetop Child Advocacy Center, a Colorado nonprofit corporation, has
17 proposed to lease a two rooms located within the Breckenridge Grand Vacations Community
18 Center for the operation of a Child Advocacy Center; and

19
20 WHEREAS, a proposed Lease between the Town and Treetop Child Advocacy Center, a
21 Colorado nonprofit corporation, has been prepared, a copy of which is marked **Exhibit “A”**,
22 attached hereto and incorporated herein by reference; and

23
24 WHEREAS, the proposed Lease has been reviewed by the Town Attorney and the Town
25 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 Treetop Child Advocacy Center, a
42 Colorado nonprofit corporation, a copy of which is marked **Exhibit “A”**, attached hereto and
43 incorporated herein by reference, is approved, and the Town Manager is authorized, empowered,
44 and directed to execute such Lease for and on behalf of the Town of Breckenridge.

45

Exhibit "A"

BRECKENRIDGE GRAND VACATIONS COMMUNITY CENTER OFFICE LEASE

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

ARTICLE 1 - BASIC LEASE PROVISIONS

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

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

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

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

1.5. **Term.**

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

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

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

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

1.8. **Surrender of Leased Premises.**

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

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

ARTICLE 2 - RENT

2.1. Rent.

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

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

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

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

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

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

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

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

ARTICLE 3 - LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISION

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

ARTICLE 4 – UTILITIES AND SERVICES

4.1. Utilities And Services.

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

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

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

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

5.1. Maintenance.

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

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

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

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

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

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

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

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

ARTICLE 6 – TAXES

6.1. Real Property Taxes.

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

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

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

ARTICLE 7 - TENANT'S NEGATIVE OBLIGATIONS

7.1. Alterations.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - INDEMNIFICATION

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

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

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

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

ARTICLE 10 - DAMAGE TO LEASED PREMISES

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

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

ARTICLE 11- DEFAULT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - NONDISTURBANCE

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

ARTICLE 13 - LANDLORD'S RIGHTS

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

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

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

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

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

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

ARTICLE 14 - MISCELLANEOUS

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

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

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

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

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

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

Tenant's initial address for notice is:

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

Landlord's initial address for notice is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

TENANT:

TREETOP CHILD ADVOCACY CENTER, a
Colorado nonprofit corporation

By _____

Title: _____


Breckenridge Grand Vacations Community Center

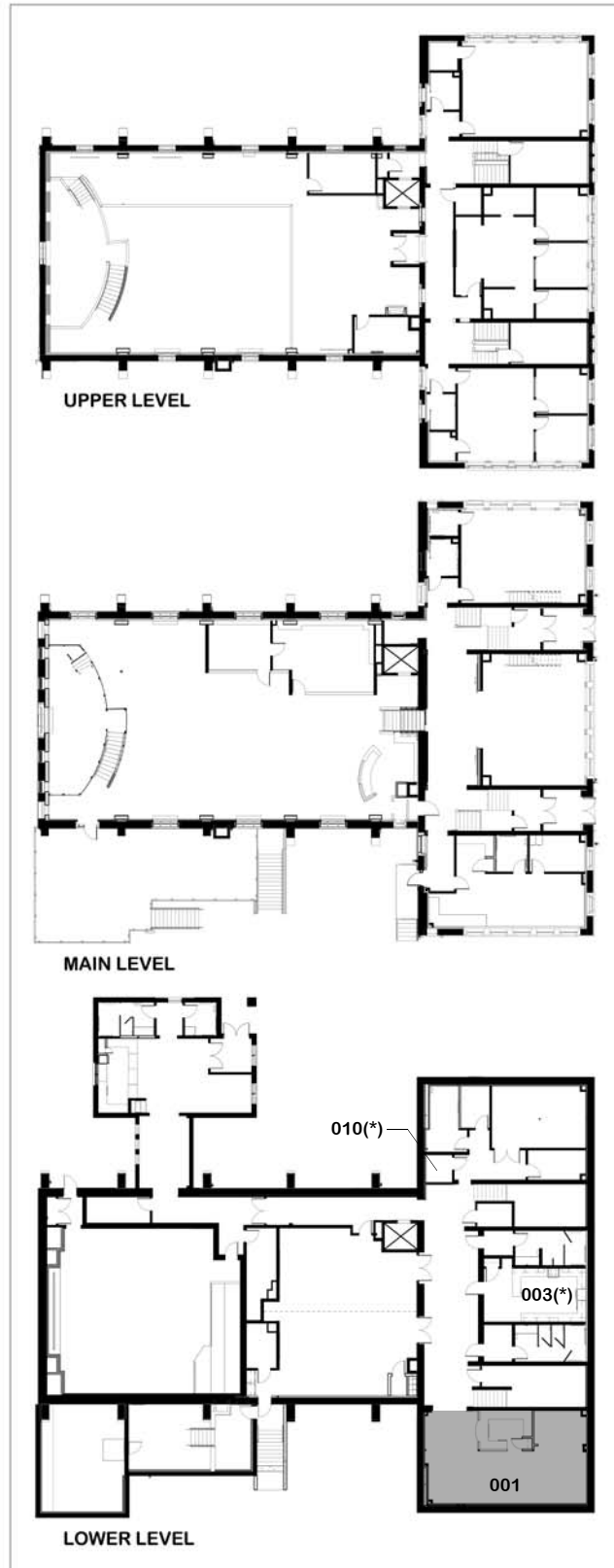
CHILD ADVOCACY CENTER

UPPER LEVEL	NET AREA (sf)
NONE	N/A

MAIN LEVEL	NET AREA (sf)
NONE	N/A

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

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



Memo



To: Breckenridge Town Council Members
From: James Phelps, Public Works Director
Date: October 13, 2017 (for the October 24, 2017 Work Session)
Subject: Renewal of the Town and Summit County IGA to facilitate Town operation of the Purple A Bus Route

Prior to 2012, the Summit Stage operated the Breckenridge North (Purple A) bus route. In 2012, the Town and County entered into an Intergovernmental Agreement (IGA) that facilitated the Town's Free Ride system taking over the Purple A bus route. The document allows for the County to pay the Town for the operational costs they would have accrued if they continued to operate the route. As a result the agreement is nearly budget neutral for the Town.

The original IGA was for five years with the option to renew for an additional five years. Town and County staff recommend renewing this agreement. Staff will be present if you have any questions.

1
2 WHEREAS, the Town Council has reviewed the proposed new Intergovernmental
3 Agreement, and finds and determines that it would be in the best interest of the Town to enter
4 into such agreement.

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

8
9 Section 1. The “Intergovernmental Agreement For Provision of Fixed Route Transit
10 Services for the Breckenridge North (French Gulch/Wellington Area) Route” with Summit
11 County Government (**Exhibit “A”**) is approved; and the Town Manager is authorized,
12 empowered, and directed to execute such agreement for and on behalf of the Town of
13 Breckenridge.

14
15 Section 2. This resolution is effective upon adoption.

16
17 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2017.

18
19
20 TOWN OF BRECKENRIDGE, a Colorado
21 municipal corporation

22
23
24
25 By: _____
26 Eric S. Mamula, Mayor

27
28 ATTEST:

29
30
31
32 _____
33 Helen Cospolich, CMC,
34 Town Clerk

35
36 APPROVED IN FORM

37
38
39
40 _____
41 Town Attorney date

Summit County Government/Town of Breckenridge

Intergovernmental Agreement for Provision of Fixed Route Transit Services for Breckenridge North (French Gulch/Wellington Area) Route

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIXED ROUTE TRANSIT SERVICES FOR THE BRECKENRIDGE NORTH (FRENCH GULCH/ WELLINGTON AREA) ROUTE (the "IGA") is made this day of _____, _____, by and between the Summit County Government, 208 East Lincoln Ave., P.O. Box 68, Breckenridge, CO 80424, ("the County"), and the Town of Breckenridge, 150 Ski Hill Road, P.O. Box 168, Breckenridge, CO 80424 ("the Town"). The County and Town are here in after referred to collectively as the "Parties."

WHEREAS, the County, pursuant to § 30-11-101 (f) C.R.S., operates a mass transportation system, the Summit Stage, which provides Fixed Route Transit services which services areas throughout Summit County, including within the Town of Breckenridge; and

WHEREAS, the Town, pursuant to § 31-15-71 l(1)(g) C.R.S., and its home rule powers pursuant to the Town Charter and Article XX, Section 6 of the Colorado Constitution, operates a mass transportation system, the Free Ride Transportation System, which provides Fixed Route Transit services which serve areas within the Town of Breckenridge; and

WHEREAS, the Summit Stage operates a route to provide fixed route services to residents in the French Gulch/ Wellington area ("the Area") which is within the Town of Breckenridge; and

WHEREAS, the County, through the Summit Stage, desires to have the Town of Breckenridge, through its Free Ride Transit System, operate the subject route within their (Free Ride's) schedule; and

WHEREAS, the Town, through its Free Ride Transportation System, desires to operate the subject route within the Free Ride Transit System's schedule; and

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203, C.R.S., as amended, the Town and County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties now desire to enter into this IGA to document their joint and several responsibilities and duties with regard to the operation of the subject mass transportation route services.

NOW THEREFORE, in consideration of the above and in consideration of the mutual and dependent covenants contained herein, the Parties agree as follows:

I. Purpose and Term:

1. The purpose of this IGA shall be to set forth the Parties' agreement regarding the scope of responsibilities and duties for the Town's provision of fixed route transit services in the Area.
2. The Term of the IGA shall extend from the date of this agreement for an initial period of five (5) years and shall include the option, upon agreement of the parties, to be renewed for additional five (5) year period upon expiration of the first five (5) year period.

II. County Responsibilities:

1. The County (Stage) agrees to monitor performance and compliance in accordance with its policies, procedures, and performance indicators (reference Chapter II, Page 5, Goal 2, Summit State Operations Plan 2004-2009 as prepared by LSC Transportation Consultants, November 2003).
2. The County (Stage) agrees to prepare the yearly FTA Rural Transit National Transit Database ("NTD") reports for this route in accordance with Federal Code.
3. The County (Stage) agrees to pay the Town of fee of \$78.46 per revenue service hour for operation of service in the Area. Said payments shall be made within 30 days of receipt of a monthly invoice from the Town's Transit Department.
4. The hourly rate paid to Town by County as described in Section II.3 shall be adjusted either upward or downward each year on the anniversary date of this IGA by a percentage equal to any percentage change in the Stage's operational costs as decided in its approved fiscal operations budget for the upcoming fiscal year. If the Stage changes its method of calculating its operational costs during the term of this IGA, the parties shall meet and determine how to equitably adjust the hourly rate to be paid to the Town as described in Section II.3.
5. The County (Stage) agrees to allow the Town to operate an alignment throughout the Area that the Town deems to be desirable based upon its transit operations. The County (Stage) agrees to approve said alignment to the extent that it services those core portions of the Area based upon the Summit Stage Transportation Guide dated effective April 22, 2007. (See Attachment A, page 15, specifically French Creek, Wellington Neighborhood and County Road 450).
6. If the County elects not to renew this IGA for the second five year terms as described in Section I.2, or if the County shall not make a necessary annual appropriation to fund this IGA as described in Section IV.8, then the County shall purchase from Town the vehicle that the Town purchased to provide the transit service required of it under this IGA, or any substitute or replacement vehicle. The purchase price for the vehicle shall be the then-current fair market value of the vehicle as of the date of nonrenewal or nonappropriation, whichever is applicable.

III. Town Responsibilities:

1. The Town agrees to continue to operate fixed route service in the Area in accordance with the core schedule and hours identified in the Summit Stage Transportation Guide dated effective April 22, 2001 (see Attachment A, page 15). The Town further agrees that any alternative alignment for service in the Area will be approved by the Summit County BOCC and Summit Stage Advisory Board.

2. In accordance with Section III.I ,above, the Town agrees to place Free Ride bus stop signage and schedule information at all current stops on the Area schedule and to maintain said stops. (see Attachment A, page 15)

3. The Town agrees to present an invoice for monthly services to the County (Stage) on or before the 5th of the month following service.

4. The Town agrees to present, with its invoice, the service performance statistics for the previous month. The service performance statistics to be reported are as follows:

- Passengers per day and monthly total passengers
- Revenue hours operated per day and monthly total revenue hours
- Revenue miles operated per day and monthly total revenue miles

The Town also agrees to submit, when applicable, a report of any vehicle accidents, passenger accidents or other incidents that may occur during any operational month. Said report shall only be for those mentioned occurrences, which are specific to the Area route.

5. The Town agrees to provide the County ninety (90) days notice in the event that the Town determines it is not in its interest to continue operation of this service. The County is not obligated to further compensate the Town for services or capital purchases upon such termination.

IV. General Provisions:

1. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Parties, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Scott Vargo County Manager Summit County Government P.O. Box68 Breckenridge, CO 80424	Rick Holman Town Manager Town of Breckenridge P.O. Box 168 Breckenridge, CO 80424
---	---

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manor set forth in this paragraph IV.I.

2. This IGA does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the County or the Town because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

No modification or waiver of this IGA or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged herewith.

3. This written IGA embodies the whole agreement between the Parties hereto and there are no inducements, promises, terms, conditions or other obligations made or entered into by either the County or the Town other than those contained herein.
4. This IGA shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
5. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.
6. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this IGA. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such Court determination.
7. Notwithstanding anything to the contrary contained in this contract, the County shall have no obligations under this IGA without any appropriation thereof by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Regulations, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).
8. Notwithstanding anything to the contrary contained in this contract, the Town shall have no obligations under this IGA without an appropriation of necessary funds by the Town in accordance with a budget adopted by the Town Council of the Town of Breckenridge in compliance with applicable law.
9. Governmental Immunity. Neither the Town nor the County intends to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
10. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

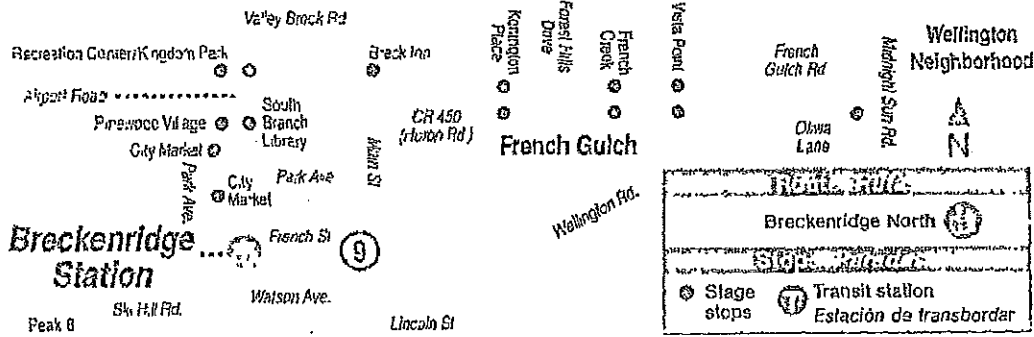
IN WITNESS WHEREOF, the Parties hereto have executed this IGA to be effective the day and year first set forth above.

Town of Breckenridge
 By: _____
 Rick Holman, Town Manager
 Town of Breckenridge
 Date: _____

Summit County Government
 By: _____
 Scott Vargo, County Manager
 Summit County Government
 Date: _____

Attachment A

BRECKENRIDGE NORTH



	Lower Breckenridge Stn	City Market	Library	Recreation Ctr	Kennington Pl	French Creek	Vista Point	Wellington	Vista Point	French Creek	Kennington Pl	Breck Inn	Recreation Ctr	Pinevillage	City Market	Arise Breckenridge Station
6:30	:51	:51	:52	:55	:55	:57	:59	7:00	:01	:02	:02	:04	:06	:06	:06	7:10
7:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	7:30
7:50	:51	:51	:52	:55	:56	:57	:59	8:00	:01	:02	:02	:04	:06	:06	:06	8:10
8:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	8:30
8:50	:51	:51	:52	:55	:56	:57	:59	9:00	:01	:02	:02	:04	:06	:06	:06	9:10
9:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	9:30
9:50	:51	:51	:52	:55	:56	:57	:59	10:00	:01	:02	:02	:04	:06	:06	:06	10:10
10:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	10:30
10:30	:31	:31	:32	:35	:36	:37	:39	11:00	:01	:02	:02	:04	:06	:06	:06	11:10
11:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	11:30
11:50	:51	:51	:52	:55	:56	:57	:59	12:00	:01	:02	:02	:04	:06	:06	:06	12:10
12:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	12:30
12:50	:51	:51	:52	:55	:56	:57	:59	1:00	:01	:02	:02	:04	:06	:06	:06	1:10
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1:50	:51	:51	:52	:55	:56	:57	:59	2:00	:01	:02	:02	:04	:06	:06	:06	2:10
2:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	2:30
2:50	:51	:51	:52	:55	:56	:57	:59	3:00	:01	:02	:02	:04	:06	:06	:06	3:10
3:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	3:30
3:50	:51	:51	:52	:55	:56	:57	:59	4:00	:01	:02	:02	:04	:06	:06	:06	4:10
4:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	4:30
4:50	:51	:51	:52	:55	:56	:57	:59	5:00	:01	:02	:02	:04	:06	:06	:06	5:10
5:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	5:30
5:50	:51	:51	:52	:55	:56	:57	:59	6:00	:01	:02	:02	:04	:06	:06	:06	6:10
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9:50	:51	:51	:52	:55	:56	:57	:59	10:00	:01	:02	:02	:04	:06	:06	:06	10:10
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10:50	:51	:51	:52	:55	:56	:57	:59	11:00	:01	:02	:02	:04	:06	:06	:06	11:10
11:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	11:30
11:50	:51	:51	:52	:55	:56	:57	:59	12:00	:01	:02	:02	:04	:06	:06	:06	12:10
12:10	:11	:11	:12	:15	:16	:17	:19	:20	:21	:22	:22	:24	:26	:26	:26	12:30

Equal opportunity statement



Memo

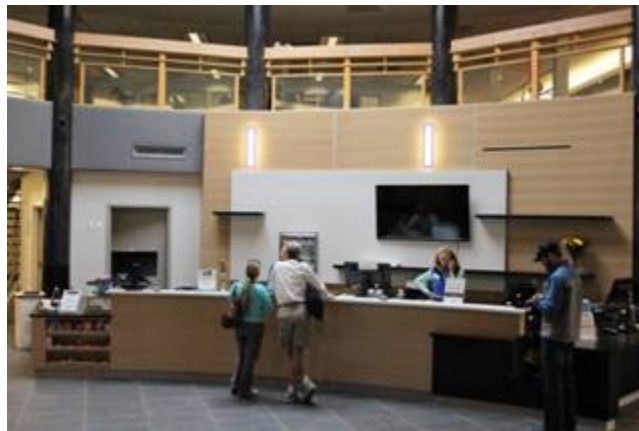
To: Breckenridge Town Council Members
From: Shannon Smith, Capital Projects Manager
Date: 10/18/2017
Subject: Public Project Update

Rec Center Renovation and Tennis Center Construction

Schedule: Progress in the future cardio/fitness area portion of the Rec Center continues, with dry wall being installed in the turf gym area and the elevator installation pending. Various internal areas including the bathrooms, changing rooms, offices, and new a stretching space are now framed and beginning to take shape. The pool area is open and fully functional, with a new heating system, upgraded lighting, and two new large fans to assist with circulation. The steam room was also retiled and reopened. Demolition work has begun in the Multipurpose Room, and that project element will be completed more quickly than originally anticipated, hopefully before Thanksgiving.

The walls of the Tennis Center are still being installed, with the next steps being roof installation, mechanical/HVAC installation, and court surfacing for both the indoor and outdoor courts. The Tennis Center parking lot has been paved. We have had some construction delays with the Tennis Center yet are still hoping to open the facility in November. Stay tuned to future updates on the construction schedule.

The complete renovation project is scheduled to be completed in April 2018. More information on this project is available at www.BreckRecRenovation.com.





New Pool Lights and Fans

Budget:

Project Funding	2016	2017	Total
CIP Budget	550,000	7,150,000	7,700,000
CIP Supplemental		9,500,000	9,500,000
Total Budget			17,200,000

Broadband Utility Project

Staff has scheduled presentations and interviews with three potential partners for the Broadband Utility Project. They are Allo, HR Green/CTC, and Colorado Fiber Community (CFC). Based on the proposals from these entities, as well as feedback from our partner consultants at NWCOG, we are confident we can proceed to next steps with one of these firms. At the sessions, we will be reviewing each firm's ability to propose specific solutions for our unique challenges in this area. The interviews will conclude in the first week of November and staff will have further updates at that time.

2018 CIP Updates

The 2018 CIP presented at the September budget retreat has been updated to reflect changes directed by Council and inclusion of budget numbers that were not available at the time of the retreat. A summary of the changes are listed below and the CIP tables are attached to this memo.

- Ball Field LED Lights project was moved from 2019 to 2018.
- The Rec Center Parking Lot Fence project was deleted.
- The budget for the Kingdom Park Shade structure was increased to \$78,000 in 2018 with an additional \$10,000 of fundraising included in the project funding.

- The Sawmill Culvert Repair project is budgeted for \$600,000: \$150,000 from Previous Spending Authority; \$300,000 in 2018 CIP; \$150,000 from 2017 CIP.
- Warrior's Mark Paving and Turnaround: \$140,000 budget included in 2018.
- Huron Rd/SH9 intersection Design: \$125,000 budget included in 2018.
- \$400,000 for RWC Lobby Design included for 2019 in Five Year Plan
- The budget for the Parking Structure construction is still marked with a “?” as a place holder. We will be engaging a General Contractor that will perform a detailed cost estimate once Design Development plans are completed. This cost estimating is targeted to occur in January.

CIP projects with no updates:

Sawmill Creek Culvert Repair (updated 10-10-17)
 Blue River Habitat and Landscaping (updated 9-26-17)
 Pool Area Lights and Window Replacement (updated 9-26-17)
 Turf Installation on Outdoor Ice Sheet (updated 9-26-17)
 Ski Hill Road Reconstruction by Alpine Metro District (updated 8-22-17)
 Morning Star Culvert Repair (updated 8-8-17)
 Outdoor Ice Rink Bleacher Heating (updated 4-25-17)
 Blue River Parks – Oxbow Park (updated 4-11-17)
 Riverwalk Improvements & Minor Repairs

Completed Projects:

Old Masonic Hall – Southside Landscaping
 Four O'clock Roundabout (updated 7-11-17)
 Prospector Park Restrooms (updated 6-13-17)
 Asphalt Overlay (updated 5-9-17)
 Breckenridge Skate Park Seasonal Shade Structure (updated 3-28-17)
 Skate Park Coping Replacement (updated 9-26-17)

Capital Improvement Plan Summary for 2018

	A list			B List	Total of A & B Projects	Annual Impact on Operational Budget
	Other Funding	Capital Fund	Total cost			
Recreation						
Oxbow Park	560,000	1,050,000	1,610,000	0	1,610,000	13,000
Outdoor Hot Tub and Water Feature Replaceme	55,000	45,000	100,000	0	100,000	0
Indoor Ice Rink Lights*	0	150,000	150,000	0	150,000	0
Ball Field LED Lights*	0	250,000	250,000	0	250,000	0
Kingdom Park Shade Structure	10,000	78,000	88,000	0	88,000	0
Total	625,000	1,573,000	2,198,000	0	2,198,000	13,000

Public Works

Roadway Resurfacing	0	850,000	850,000	0	850,000	0
Sawmill Culvert Repair	150,000	300,000	450,000	0	450,000	0
Ski Hill Wall Reconstruction	0	500,000	500,000	0	500,000	0
South Barton Drainage Design	0	150,000	150,000	0	150,000	0
Carriage House Remodel	0	300,000	300,000	0	300,000	0
Warrior's Mark Paving and Turnaround	0	140,000	140,000	0	140,000	0
Town Facilities Energy Upgrades*	0	130,000	130,000	0	130,000	0
Solar Connect Purchase*	0	50,000	50,000	0	50,000	0
TOTAL	150,000	2,420,000	2,570,000	0	2,570,000	0

*100% Renewable Energy Project

GRAND TOTAL	775,000	3,993,000	4,768,000	0	4,768,000	13,000
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Capital Funding Sources

	Other Funding	Capital Fund	Total Funds
Excise Fund Transfer	-	3,993,000	3,993,000
McCain Revenues	-	-	-
Open Space Fund (Oxbow Park)	210,000	-	210,000
GOCO Grant (Oxbow Park)	350,000	-	350,000
Fundraising (Shade Structure)	10,000	-	10,000
Previous Spending Authority	150,000	-	150,000
Conservation Trust Transfer	55,000	-	55,000
TOTAL	775,000	3,993,000	4,768,000

	A list			B List	Total of A & B Projects	Annual Impact on Operational Budget
	Other Funding	P&T Fund	Total cost			
Parking and Transportation						
Transit Stop Shelters	0	150,000	150,000	0	150,000	0
Pedestrian Corridor Improvements	0	300,000	300,000	0	300,000	0
Four O'clock Pedestrian Improvements	0	140,000	140,000	0	140,000	30,000
Parking Structure	0	?	?	0	?	?
Sidewalk Master Plan Implementation	0	300,000	300,000	0	300,000	8,000
River Walk Repairs	0	137,500	137,500	0	137,500	0
Huron Rd/ SH9 Intersection Improvements	0	125,000	125,000	0	125,000	0
TOTAL	0	1,152,500	1,152,500	0	1,152,500	38,000

P&T Funding Sources

	Other Funding	P&T Fund	Total Funds
Lift Tax Agreement	-	1,570,000	1,570,000
Excise Fund Transfer	-	-	-
TOTAL	-	1,570,000	1,570,000

Five Year Capital Improvement Plan Summary 2018 to 2022

Capital Fund Projects

Recreation	2018	2019	2020	2021	2022	TOTAL
Oxbow Park	1,610,000	-	700,000	-	-	2,310,000
Outdoor Hot Tub and Water Feature Replacement	100,000	-	-	-	-	100,000
Kingdom Park Shade Structure	88,000	-	-	-	-	88,000
Outdoor Ice Rink Office Addition	-	-	50,000	-	-	50,000
TOTAL	1,798,000	-	750,000	-	-	2,548,000

Public Works

Undergrounding of Overhead Utilities	-	200,000	-	200,000	-	400,000
Roadway Resurfacing	850,000	850,000	850,000	850,000	850,000	4,250,000
McCain Property Improvements- Roadway	-	950,000	950,000	43,000	43,000	1,986,000
Sawmill Culvert Repair	450,000	-	-	-	-	450,000
Blue River Crossing at Coyne Valley Road	-	-	2,200,000	-	-	2,200,000
Ski Hill Wall Reconstruction	500,000	-	-	-	-	500,000
Riverwalk Center Lobby Improvements	-	400,000	-	5,500,000	-	5,900,000
South Barton Drainage Design	150,000	-	-	-	-	150,000
Carriage House Remodel	300,000	-	-	-	-	300,000
Child Care Facility #2	-	-	-	250,000	-	250,000
Warrior's Mark Paving and Turnaround	140,000	-	-	-	-	140,000
TOTAL	2,390,000	2,400,000	4,000,000	6,843,000	893,000	16,386,000

GRAND TOTAL 4,188,000 2,400,000 4,750,000 6,843,000 893,000 18,934,000

Capital Funding Sources

*Excise	3,413,000	1,952,000	4,547,000	6,745,000	795,000	17,452,000
McCain Rents	-	43,000	43,000	43,000	43,000	172,000
Open Space Funds (Oxbow Park)	210,000	-	105,000	-	-	315,000
GOCO Grant for Oxbow Park	350,000	350,000	-	-	-	700,000
Fundraising (Shade Structure)	10,000	-	-	-	-	-
Prior Years Spending Authority	150,000	-	-	-	-	150,000
Conservation Trust Transfer	55,000	55,000	55,000	55,000	55,000	275,000
Total	4,188,000	2,400,000	4,750,000	6,843,000	893,000	19,074,000

*includes B List items.

Parking and Transportation Fund Projects

Park Avenue Corridor Improvements	-	3,500,000	4,150,000	2,950,000	-	10,600,000
Transit Stop Shelters	150,000	150,000	-	-	-	300,000
Pedestrian Corridor Improvements	300,000	100,000	100,000	100,000	100,000	700,000
Four O'clock Pedestrian Improvements	140,000	1,400,000	-	-	-	1,540,000
Village Road Pedestrian Improvements	-	300,000	3,000,000	-	-	3,300,000
F-lot Pedestrian Improvements	-	200,000	2,000,000	-	-	2,200,000
Parking Structure	?	-	-	-	-	?
Technology Upgrades	-	-	-	-	-	-
Bus Storage Expansion	-	-	-	-	-	-
Sidewalk Master Plan Implementation	300,000	250,000	250,000	250,000	250,000	1,300,000
River Walk Repairs	137,500	137,500	137,500	137,500	-	550,000
Huron Rd/ SH9 Intersection Improvements	125,000	-	-	-	-	125,000
Total	1,152,500	6,037,500	9,637,500	3,437,500	350,000	20,615,000

Parking and Transportation Funding Sources

Lift Tax Agreement	1,570,000	1,641,400	1,714,228	1,788,513	1,864,283	8,578,423
Excise Fund Transfer	-	4,396,100	7,923,272	1,648,987	-	13,968,359
Total	1,570,000	6,037,500	9,637,500	3,437,500	1,864,283	22,546,783



MEMORANDUM

To: Mayor and Town Council
From: Staff
Date: October 18th (for October 24^h work session)
Subject: Parking & Transportation Update

Below is a brief update on Parking and Transportation projects. Staff will add new projects to this list as they are developed and discussed with Council.

Active Projects - New Updates

Zipcar (Work Session 10-24-17)

Zipcar will be refreshing the Breckenridge fleet this month and fitting the new vehicles with Zipcar technology shortly thereafter. Vehicles are planned to be in all of the same locations as last year (F-Lot, Exchange, Ice Arena, East Sawmill and Public Works). There will be five (5) vehicles in the 1st week of November and more will be added as the season progresses and demand picks up.

Transit (Work Session 10-24-17)

Technology - Syncromatics – An exciting project that will be implemented this winter season is our new smart bus technology. Syncromatics; a transportation technology company is currently working with staff on final details of deployment. This technology is designed to provide an enhanced rider experience. Riders will be able to track (among other features) their bus, find a bus stop and plan their trip via; desktop, mobile website or smart phone app. This technology is versatile and allows for integration with other transit agencies, parking technology and has the potential to integrate with a smart garage. The smart bus technology is scheduled for full public roll out by Nov. 15, 2017.

Transit Enhancements – (8) new bus shelters have been constructed and are nearly complete. These (8) stops will include additional rider amenities: bench, trash & recycle receptacles, LED arrival boards and lighting.

Transit Advisory Committee (TAC) – Breckenridge Free Ride has formed a TAC. This committee will provide input for community transit need/s, future and current planning, and operating and marketing interests. The advisory committee will meet for their first meeting on October 26, 2017. This newly formed committee will also address parking issues as a standing agenda item as necessary.

River Walk Pedestrian Improvements (Work Session 10-24-17)

Schedule: Recent work on the project includes the stone wall finishes and preparation for the snowmelt system. Due to delays by Xcel Energy as well as the stone paver supplier, the walkways will be open for the public by November 10; however, work on the project may continue through November.



The new retaining walls are finished in a cut stone veneer.

Budget:

Project Funding	2016	2017	Total
Town P&T Funds		1,400,000	1,400,000
P&T Appropriation	250,000		250,000
Budget Total			1,650,000

Active Projects - No Updates

Block 11 Bus Turnaround (9-27-16)
Four O'clock Pedestrian Improvements (9-26-17 – Separate agenda item)
F-lot Pedestrian Connection (9-13-16)
Way-finding – Pedestrian Improvements (6-27-17)
Parking (10-10-17)
Parking Structure (9-26-17)
Purple B Route Improvements (8-22-17)
Transit & Parking Information Technologies (7-11-17)
Transit Stop Improvements (9-26-17)
Riverwalk Improvements & Minor Repairs (8-22-17)

2017 Completed Projects

Park Avenue Traffic Modeling (1-24-17)
Village at Breckenridge Pedestrian Crossing Safety Improvements (02-28-17)
Outreach & Communication (8-22-17)
Four O'clock Roundabout (7-11-17)
Gondola Feasibility (6-13-17)
Park Ave Roundabouts (S. Main & Village)(Included in Parking Structure at this time 9-26-17)
Ride Share Partnership (12-13-16)
ZipCar (6-13-17)

- BEC discussed the committee’s position on setting sustainability standards for Breckenridge events. The BEC Sustainable Event Task Force (*Name?**) was established in response.
* (*Name? maybe Green Event Task Force?*)
- Suggestion voiced to approach events in tiers, incentivizing for different levels of sustainability.
Dick will approach Jenn Cawley about taking lead on Sustainable Event Task Force. Lindsey Whitney will reach out to BSR (Ray Weller, BSR Environmental Manager possible member). Lucy will reach out to HCC for a Task force representative and will choose a BTO rep.
 - Sustainable Event Task Force: Jenn Cawley, Ray Weller, BTO Representative, Cat Slaughter (BGV), HCC Representative-*members still to be determined.*

G. International POW WOW 2018

- Breckenridge positioning request: Cycling and Arts. Ski Industry will be heavily represented. Conversations around leveraging exposure are in play: WAVE Installations in Stadium.
- Breckenridge awarded Pre FAM (20ppl) through Visit Denver. Targeting International Media.

H. Dew Tour in Town Activation

- Dew Tour 14th-17th, Olympic qualifier. Discussed in town impacts, street closures & activations. In town activations to include Drone Race, Quaffing, Street Style and Sponsor Village.

I. BGV Data-event plan

- BEC decided to move forward with Snow Sculpture for intercept comparison. Sandy will follow up on contracting Jason Roberts for Snow Sculpture intercept, and reach out to Ginny Vietti for BGV involvement.

J. Merchant Event Update- Rob Prescott

- Merchants held meeting around 3 events planned for Nov-Dec. Goal to offer merchant activation on Main Street during holiday season, generate foot traffic, and improve guest experience. Discussed “Small Business Saturday” “Old Town CO Market”-to coincide with Lighting, “Dew Tour Pre-Party”
- Antidotal Feedback: Sensitivity around discounting. Focus activation during Lighting to Main Street. Suggestion of Window Display competition.

K. Lighting of Breckenridge

- BTO partnering with Breck Create to add a music component to event – “Un-silent Night”

III. General Updates and Discussions

A. Blue River Plaza/Riverwalk Lawn Guidelines

- Michael working to finalize by end of week.

B. Drones

- Shannon touched on key pieces from ordinance pertaining to drone operation. Ordinance has been streamlined to limit preemptive challenges. Not the intent of ordinance to make case law. Bringing back to TC to finalize next week.

C. Balanced Economy Discussion

- Survey currently active-over 800 responses already showing engagement level is high. Will update BEC next meeting on preliminary data and strategy.

IV. SEPA Review

- Committee was updated on recent and upcoming events for SEPA review.
- Discussion around Halloween street closures and permitting.

V. Review Agenda Items for next BEC Meeting (Nov 1st , 2017)

- Standing Items: Haute Route, Emergency Action Plan, Environmental Team, International Pow Wow, BGV Data
- New Item: Pride Event (March 2018), Hailey; New banners with Iconic Events

VI. Meeting Adjourned at 10:37am

- **Transition to Interstate:** Jesse Schwartz from Interstate Parking attended the meeting. Together, Jesse and Town Staff discussed the transition to Interstate and the new “BreckPark” that occurred on Wednesday October 11th. The group discussed staffing, office hours, and the sale of permits that begins on the 18th. Committee members asked for clarification on the East Permit.
- **Parking Structure:** Rick Holman updated the group on parking structure progress. He shared several displaces demonstrating where the structure will be located and the draft design. Rick discussed timing of construction, number of spaces, progress with CDOT, and the development of plans for parking & transportation during construction. The group discussed traffic and pedestrian flow. One committee member suggested limiting left hand turns on busy days between 3pm and 6pm, as well as requesting shops in the area of S. Park Avenue sign their parking to prohibit skier drop-off/pick-up.
- **Transit:** James Phelps updated the group on the formation of the transit advisory committee (TAC). The first TAC meeting will be held on Thursday, October 26th. Goals for the group will focus on routes, ridership, stops, and improved efficiency. There will be a standing “Parking” agenda item. James also provided an update on Synchronatics. There will be a soft start on November 1st with a grand launch after November 15th. There will be a My Freeride website and mobile application. The ski area is also working to get Synchronatics hardware on their buses. This will allow BSR buses to show up on My Freeride.
- **Last Meeting:** With much appreciation, we will host the last meeting of the taskforce on or around December 1st. This meeting will be a celebration of the accomplishments of the taskforce over the last three years.

Committees*	Representative	Report Status
CAST	Mayor Mamula/ Erin Gigliello	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners	Mayor Mamula/ Rick Holman	No Meeting/Report
Liquor and Marijuana Licensing Authority	Helen Cospolich	No Meeting/Report
Summit Stage Advisory Board	James Phelps	No Meeting/Report
Police Advisory Committee	TBD	No Meeting/Report
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Jenise Jensen/Scott Reid	No Meeting/Report
Workforce Housing Committee	Laurie Best	No Meeting/Report
Child Care Advisory Committee	Jennifer McAtamney	<i>Included Under Work Session Agenda Item</i>
Breckenridge Events Committee	Shannon Haynes	Included
Parking and Transit Taskforce (Breck Forward)	Shannon Haynes	Included

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

Metrics/Analytics

- *Facebook:*
 - Increase in page likes/followers: 15% in one week
 - Examples of engagement: Logo post reached 18K people with 2.2K engagement (compared to average reach of 2.5K)
 - People interacting with the page is up by 33%, retention is good (very few unfollow)
- *Twitter:*
 - September: 72 new followers, 32.4K impressions from 50 tweets
 - Mentions/Interactions: increased by 10% (people are starting to tweet at and tag the Town more often), increased engagement rate from 0.7 to 4.1% on some tweets
- *Instagram:* steady increase of followers per week (5-10), growing age range of 25-34

Upcoming Campaigns

- *Breck Bag:* Developing large scale campaign
- *My Free Ride App:* Developing press release, filming with SCTV and pushing out ads/cards with QR codes. Preparing for soft launch Nov 1 and a more celebrated “Grand” launch by mid-November
- *Parking/Construction:* Developing plan to communicate parking structure milestones and timeline and a construction communications plan

Website

- Assessing needed enhancements, re-working code in the backend to make pages look cleaner, re-writing copy as needed, incorporating more SEO keywords into pages (which draws more traffic to our website and campaigns through words online users search for), and developing the “Town News” section as a space for the Town to release information itself.



September 30, 2017
Financial Reports

Department of Finance



Photo credit: Liam Doran

Executive Summary

September 30, 2017

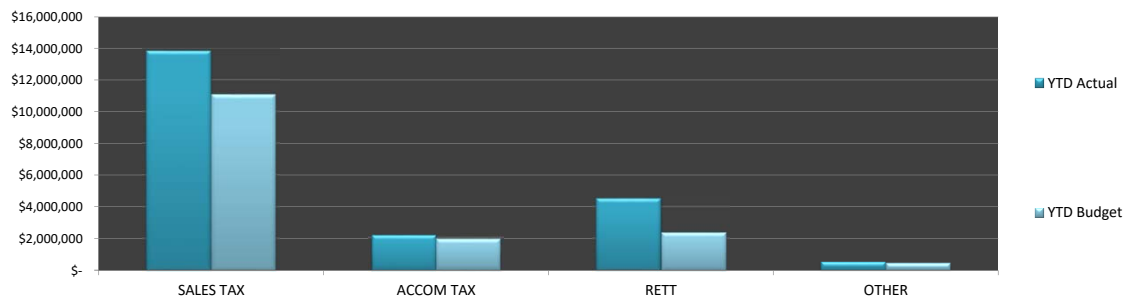
This report covers the first nine months of 2017. We are tracking ahead of budget and prior year results year-to-date. September is largely reflective of August tax collections.

We are approximately \$3M over 2017 budgeted revenues in the Excise fund. This is largely the result of Real Estate Transfer Tax being \$1.6M over budget and up \$801k over prior year. "Other" revenue is now slightly over budget, as the franchise fees are up to date.

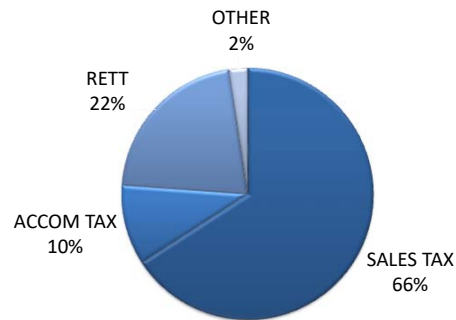
See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

Expenditures are holding the line, with the General Fund tracking below YTD budgeted expense amount (see General Fund Expenditures Summary for details).

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 13,843,241	\$ 12,611,545	110%	\$ 19,310,000	\$ 13,089,961	\$ 20,758,147
ACCOMMODATIONS TAX	2,159,499	2,091,009	103%	2,873,500	2,111,470	2,992,963
REAL ESTATE TRANSFER	4,509,033	2,868,509	157%	4,350,000	3,708,519	5,240,098
OTHER*	507,463	492,980	103%	738,695	519,233	842,345
TOTAL	\$ 21,019,236	\$ 18,064,043	116%	\$ 27,272,195	\$ 19,429,183	\$ 29,833,553

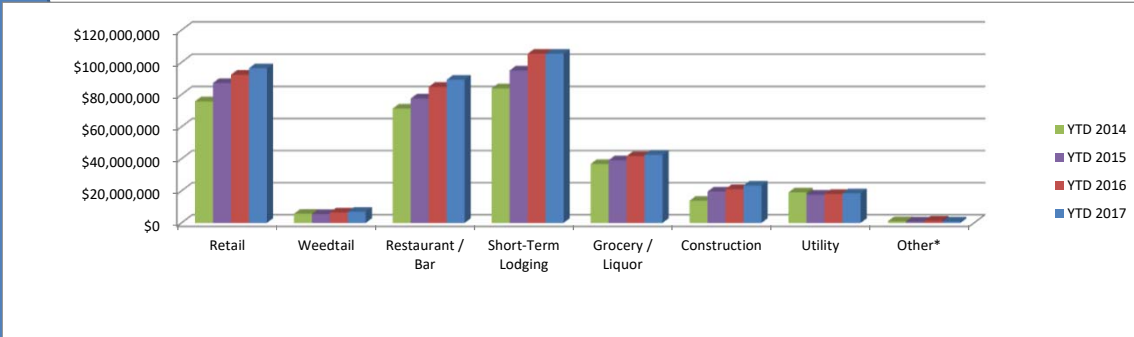
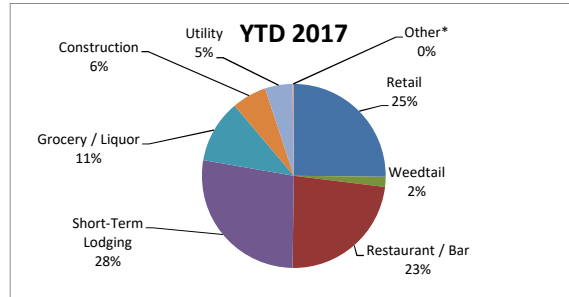
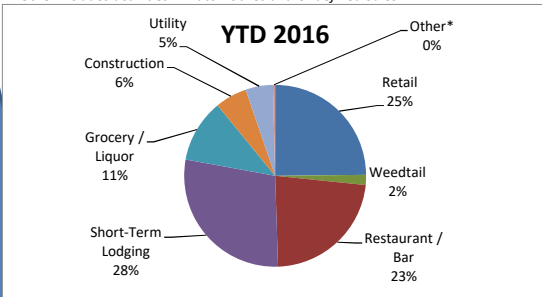
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2014	YTD 2015	YTD 2016	2016		2016/2017 Change	2016/2017 % Change	2017 % of Total
				% of Total	YTD 2017			
Retail	\$75,771,855	\$87,176,914	\$92,304,608	24.87%	\$96,303,672	\$3,999,064	4.33%	25.15%
Weedtail	\$5,664,728	\$5,489,808	\$6,530,510	1.76%	\$6,924,185	\$393,675	6.03%	1.81%
Restaurant / Bar	\$71,359,208	\$77,537,400	\$84,806,669	22.85%	\$89,204,892	\$4,398,223	5.19%	23.29%
Short-Term Lodging	\$83,834,063	\$94,985,540	\$105,337,478	28.38%	\$105,331,040	(\$6,438)	-0.01%	27.50%
Grocery / Liquor	\$36,749,594	\$39,109,445	\$41,675,523	11.23%	\$42,495,530	\$820,008	1.97%	11.10%
Construction	\$13,806,014	\$19,535,908	\$21,117,249	5.69%	\$23,327,889	\$2,210,640	10.47%	6.09%
Utility	\$19,009,780	\$17,578,712	\$18,040,123	4.86%	\$18,505,818	\$465,694	2.58%	4.83%
Other*	\$1,041,834	\$869,836	\$1,362,450	0.37%	\$898,071	(\$464,379)	-34.08%	0.23%
Total	\$307,237,076	\$342,283,564	\$371,174,610	100.00%	\$382,991,097	\$11,816,487	3.18%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



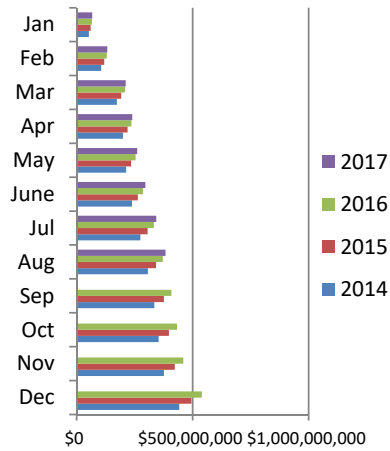
New Items of Note:

- August net taxable sales are currently ahead August 2016 by 2.86%.
- Short-Term lodging was up 5.22% over prior year.
- Construction sales sector August 2017 was up slightly over August 2016 by 0.47%.
- Restaurant/Bar, Retail, Weedtail, & Grocery/Liquor are all up slightly over August 2016.
- Disposable bags distributed experienced an increase of 2.55% in August 2017 compared to August 2016.

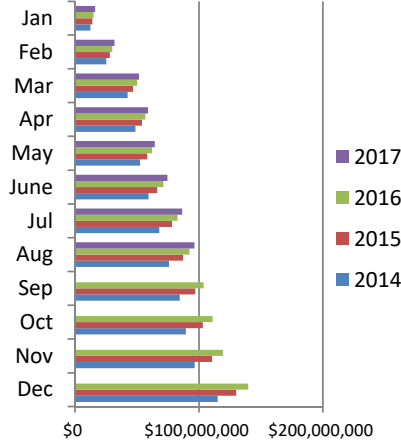
Continuing Items of Note:

- For the Construction sector in January 2015, a large one-time return was filed in relation to a single project. This was an anomaly that would not be expected to repeat in future years.
- As previously noted, the decline in the Utility sector is largely related to the recent decrease in gas and electric prices.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation. The Retail sector has been adjusted to remove the sales previously reported in this category. The jump in sales from 2013 to 2014 can be attributed to the legalization of sales of recreational marijuana.
- A section on Disposable Bag Fees was added in 2014.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

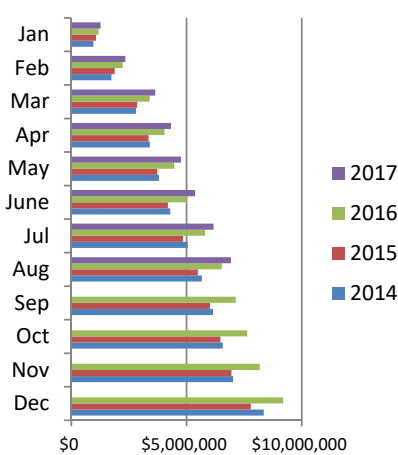
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



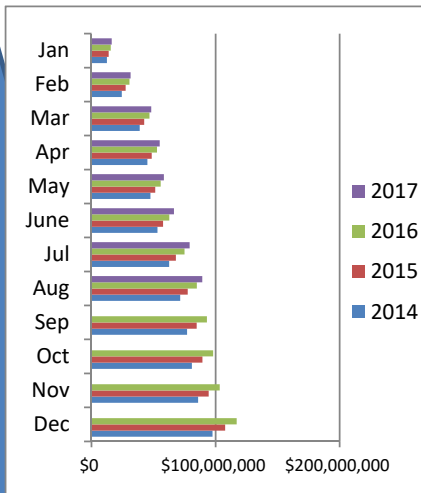
Total Net Taxable Sales					
	2014	2015	2016	2017 from PY	% change
Jan	\$52,813,402	\$60,029,524	\$65,824,420	\$67,122,506	1.97%
Feb	\$52,566,814	\$58,737,650	\$63,813,705	\$64,675,692	1.35%
Mar	\$67,724,183	\$73,094,717	\$79,582,815	\$79,078,328	-0.63%
Apr	\$26,147,526	\$27,407,472	\$26,846,756	\$28,549,937	6.34%
May	\$14,189,545	\$15,656,265	\$17,786,150	\$21,410,425	20.38%
Jun	\$24,957,643	\$28,729,460	\$31,609,844	\$35,125,081	11.12%
Jul	\$36,149,066	\$42,065,977	\$46,791,300	\$46,994,664	0.43%
Aug	\$32,688,897	\$36,562,500	\$38,919,620	\$40,034,464	2.86%
Sep	\$27,130,707	\$33,470,703	\$37,420,715	\$0	n/a
Oct	\$19,053,762	\$21,549,487	\$24,219,231	\$0	n/a
Nov	\$22,826,247	\$25,406,547	\$26,580,153	\$0	n/a
Dec	\$66,038,077	\$71,580,458	\$79,687,173	\$0	n/a
Total	\$442,285,869	\$494,290,759	\$539,081,883	\$382,991,097	



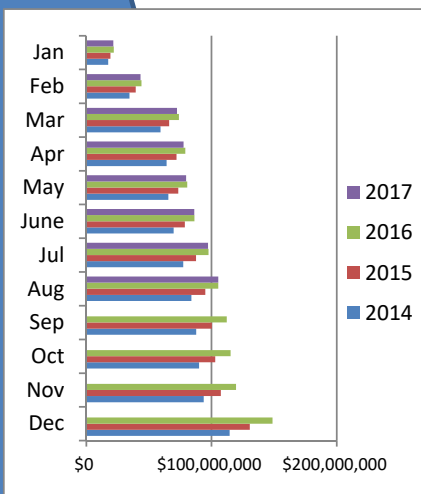
Retail					
	2014	2015	2016	2017 from PY	% change
Jan	\$12,366,235	\$13,888,594	\$14,842,872	\$16,142,290	8.75%
Feb	\$12,807,604	\$14,151,880	\$15,063,866	\$15,579,343	3.42%
Mar	\$17,137,279	\$18,727,572	\$20,016,001	\$19,777,153	-1.19%
Apr	\$6,402,118	\$7,196,498	\$6,771,447	\$7,319,825	8.10%
May	\$3,655,028	\$4,273,604	\$5,445,808	\$5,435,339	-0.19%
Jun	\$6,837,384	\$8,028,866	\$9,171,033	\$10,188,526	11.09%
Jul	\$8,707,474	\$11,917,952	\$11,279,531	\$11,932,021	5.78%
Aug	\$7,858,732	\$8,991,948	\$9,714,049	\$9,929,174	2.21%
Sep	\$8,719,016	\$9,716,459	\$11,411,754	\$0	n/a
Oct	\$4,853,951	\$6,081,890	\$7,223,169	\$0	n/a
Nov	\$7,092,892	\$7,568,082	\$8,323,463	\$0	n/a
Dec	\$18,575,172	\$19,483,560	\$20,475,710	\$0	n/a
Total	\$115,012,885	\$130,026,905	\$139,738,703	\$96,303,672	



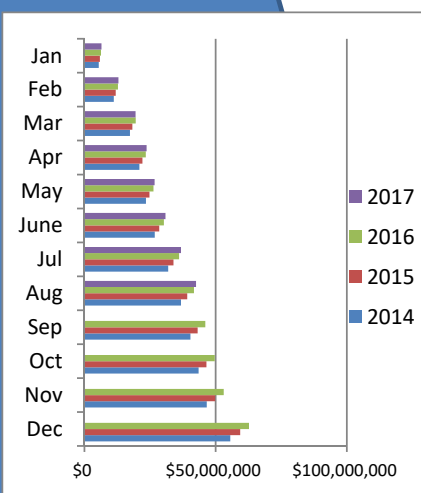
Weedtail					
	2014	2015	2016	2017 from PY	% change
Jan	\$951,609	\$1,069,983	\$1,181,014	\$1,263,370	6.97%
Feb	\$787,796	\$809,146	\$1,045,184	\$1,076,236	2.97%
Mar	\$1,068,198	\$976,179	\$1,170,045	\$1,300,844	11.18%
Apr	\$597,513	\$496,701	\$647,524	\$683,486	5.55%
May	\$397,864	\$376,877	\$424,305	\$436,712	2.92%
Jun	\$493,672	\$463,026	\$561,981	\$608,808	8.33%
Jul	\$755,747	\$659,118	\$768,474	\$798,038	3.85%
Aug	\$612,329	\$638,780	\$731,985	\$756,690	3.38%
Sep	\$482,512	\$524,591	\$607,308	\$0	n/a
Oct	\$425,385	\$453,781	\$499,149	\$0	n/a
Nov	\$443,172	\$476,602	\$542,237	\$0	n/a
Dec	\$1,336,055	\$846,691	\$1,013,140	\$0	n/a
Total	\$8,351,852	\$7,791,474	\$9,192,345	\$6,924,185	



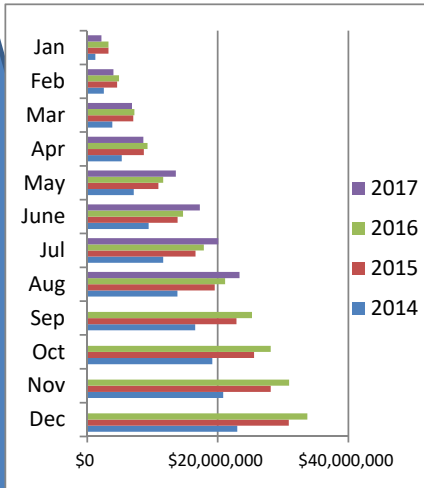
Restaurant / Bar					
	2014	2015	2016	2017 from PY	% change
Jan	\$12,287,466	\$13,757,283	\$15,420,296	\$16,254,018	5.41%
Feb	\$12,055,279	\$13,618,840	\$15,065,159	\$15,181,858	0.77%
Mar	\$14,454,999	\$15,042,121	\$16,112,662	\$16,595,811	3.00%
Apr	\$6,151,085	\$6,024,685	\$6,064,174	\$6,821,901	12.50%
May	\$2,428,694	\$2,805,424	\$3,001,520	\$3,448,281	14.88%
Jun	\$5,693,974	\$6,313,126	\$6,963,372	\$8,089,688	16.17%
Jul	\$9,450,034	\$10,367,272	\$12,231,535	\$12,619,511	3.17%
Aug	\$8,837,677	\$9,608,649	\$9,947,952	\$10,193,824	2.47%
Sep	\$5,562,124	\$7,153,442	\$8,109,315	\$0	n/a
Oct	\$3,949,397	\$4,605,454	\$5,123,843	\$0	n/a
Nov	\$4,975,264	\$5,119,695	\$5,182,140	\$0	n/a
Dec	\$11,626,886	\$13,248,488	\$13,796,003	\$0	n/a
Total	\$97,472,880	\$107,664,478	\$117,017,970	\$89,204,892	



Short-Term Lodging					
	2014	2015	2016	2017 from PY	% change
Jan	\$17,396,888	\$19,188,488	\$21,925,734	\$21,474,078	-2.06%
Feb	\$17,021,231	\$20,148,752	\$22,059,818	\$21,715,163	-1.56%
Mar	\$24,784,662	\$26,756,735	\$29,944,591	\$29,161,557	-2.61%
Apr	\$4,924,312	\$5,948,425	\$5,133,867	\$5,310,490	3.44%
May	\$1,282,258	\$1,384,455	\$1,448,636	\$1,992,576	37.55%
Jun	\$4,320,729	\$5,245,130	\$5,824,132	\$6,515,051	11.86%
Jul	\$7,609,855	\$8,914,967	\$11,257,400	\$11,014,824	-2.15%
Aug	\$6,494,128	\$7,398,588	\$7,743,300	\$8,147,301	5.22%
Sep	\$3,824,646	\$5,206,197	\$6,750,958	\$0	n/a
Oct	\$2,309,997	\$2,704,866	\$3,067,830	\$0	n/a
Nov	\$3,757,030	\$4,446,985	\$4,443,562	\$0	n/a
Dec	\$20,730,252	\$23,156,623	\$29,048,988	\$0	n/a
Total	\$114,455,987	\$130,500,210	\$148,648,816	\$105,331,040	



Grocery / Liquor					
	2014	2015	2016	2017 from PY	% change
Jan	\$5,396,818	\$5,825,759	\$6,250,584	\$6,450,303	3.20%
Feb	\$5,757,724	\$6,069,614	\$6,449,794	\$6,475,853	0.40%
Mar	\$6,142,314	\$6,296,838	\$6,769,678	\$6,527,831	-3.57%
Apr	\$3,595,471	\$3,836,903	\$3,850,758	\$4,195,465	8.95%
May	\$2,494,938	\$2,724,433	\$2,928,950	\$3,063,908	4.61%
Jun	\$3,390,186	\$3,735,382	\$3,960,786	\$4,143,283	4.61%
Jul	\$5,095,846	\$5,388,915	\$5,839,136	\$5,923,764	1.45%
Aug	\$4,876,297	\$5,231,601	\$5,625,836	\$5,715,123	1.59%
Sep	\$3,605,574	\$3,997,242	\$4,322,032	\$0	n/a
Oct	\$3,098,289	\$3,344,571	\$3,623,882	\$0	n/a
Nov	\$3,093,789	\$3,375,304	\$3,409,252	\$0	n/a
Dec	\$8,996,820	\$9,500,929	\$9,661,918	\$0	n/a
Total	\$55,544,066	\$59,327,490	\$62,692,608	\$42,495,530	

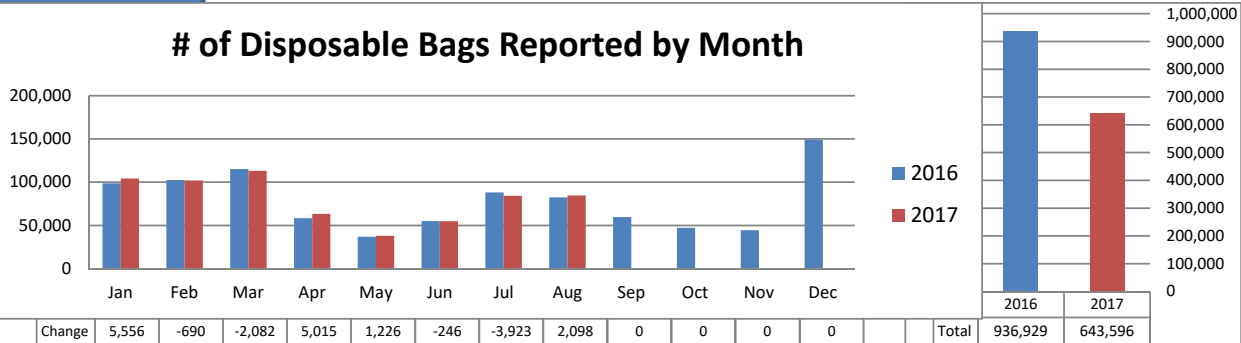


Construction					
	2014	2015	2016	2017 from PY	% change
Jan	\$1,235,041	\$3,252,696	\$3,252,356	\$2,164,999	-33.43%
Feb	\$1,292,012	\$1,321,430	\$1,608,980	\$1,852,099	15.11%
Mar	\$1,306,137	\$2,476,596	\$2,368,772	\$2,837,063	19.77%
Apr	\$1,441,758	\$1,625,056	\$1,988,398	\$1,743,334	-12.32%
May	\$1,837,768	\$2,222,216	\$2,410,764	\$4,975,326	106.38%
Jun	\$2,290,343	\$2,931,976	\$3,046,326	\$3,666,318	20.35%
Jul	\$2,220,722	\$2,758,170	\$3,181,597	\$2,813,371	-11.57%
Aug	\$2,182,232	\$2,947,768	\$3,260,057	\$3,275,378	0.47%
Sep	\$2,734,611	\$3,326,593	\$4,109,766	\$0	n/a
Oct	\$2,606,826	\$2,682,601	\$2,875,248	\$0	n/a
Nov	\$1,675,586	\$2,566,818	\$2,811,253	\$0	n/a
Dec	\$2,159,462	\$2,759,029	\$2,801,213	\$0	n/a
Total	\$22,982,498	\$30,870,948	\$33,714,730	\$23,327,889	

Disposable Bag Fees

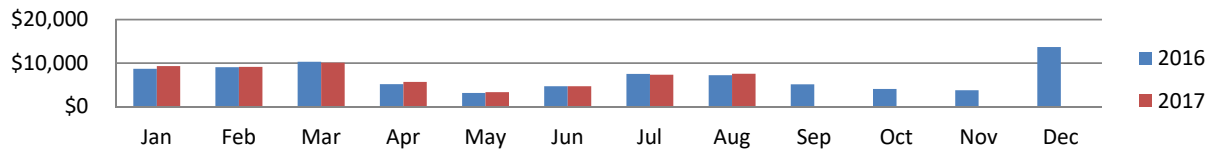
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage the use of reusable bags and discourage the use of disposable bags, thereby furthering the Town's sustainability efforts. Revenues from the fee are used to provide public information about the program and promote the use of reusable bags.

of Disposable Bags Reported by Month



Bag Fees Remitted by Month

Net of Retained Percentage*



*Retailers are permitted to retain 50% of the fee (up to a maximum of \$1000/month through October 31, 2014; changing to a maximum of \$100/month beginning November 1, 2014) in order to offset expenses incurred related to the program. The retained percent may be used by the retail store to provide educational information to customers; provide required signage; train staff; alter infrastructure; fee administration; develop/display informational signage; encourage the use of reusable bags or promote recycling of disposable bags; and improve infrastructure to increase disposable bag recycling.

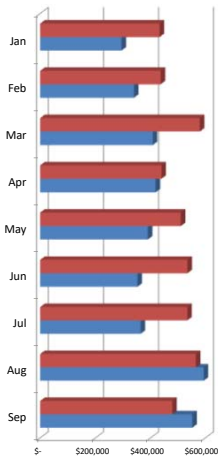
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of September was behind prior year by 13.19%, and is behind the monthly budget by \$16,033.
- Year to date, revenue remains ahead of prior year by 21.59%, and has surpassed budget by \$1,640,525 as of 09/30/17.
- Single Family Homes sales accounted for the majority of the sales (40.07%), with Condominium sales in the second position of highest sales (24.52%) subject to the tax. Timeshares sales were in third position with sales (18.67%) in sales level year-to -date.
- September 2017 churn was 20.67% above September 2016.

Continuing Items of Note:

- 2017 Real Estate Transfer Tax budget is based upon the monthly distribution for 2015.



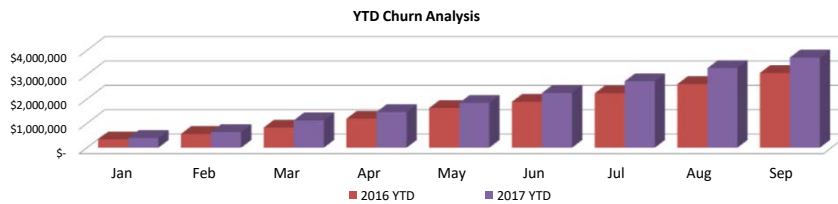
Total RETT						
	2015	2016	2017	% change	2017 budget	+/- Budget
Jan	\$390,189	\$293,839	\$432,417	47.16%	\$310,368	\$122,048
Feb	\$239,023	\$338,604	\$436,538	28.92%	\$190,126	\$246,412
Mar	\$320,123	\$407,901	\$579,302	42.02%	\$254,636	\$324,666
Apr	\$352,876	\$418,228	\$439,375	5.06%	\$280,688	\$158,686
May	\$465,365	\$389,525	\$510,213	30.98%	\$370,166	\$140,046
Jun	\$395,675	\$351,831	\$533,957	51.76%	\$314,732	\$219,225
Jul	\$341,504	\$363,545	\$533,735	46.81%	\$271,643	\$262,092
Aug	\$479,287	\$593,429	\$564,623	-4.85%	\$381,240	\$183,383
Sep	\$622,189	\$551,616	\$478,875	-13.19%	\$494,909	-\$16,033
Oct	\$1,018,439	\$515,748	\$313,161	-39.28%	\$810,098	-\$496,937
Nov	\$376,431	\$579,565	\$0	n/a	\$299,425	n/a
Dec	\$467,631	\$436,266	\$0	n/a	\$371,968	n/a
Total	\$5,468,732	\$5,240,098	\$4,822,194		\$4,350,000	

*October #'s are as of 10/16/2017



by Category					
Description	2016 YTD	2017 YTD	\$ change	% change	% of Total
Commercial	\$ 115,870	\$ 102,195	(13,675)	-11.80%	2.27%
Condominium	973,551	1,105,398	131,846	13.54%	24.52%
Timeshare	868,406	841,992	(26,414)	-3.04%	18.67%
Single Family	1,238,296	1,806,911	568,615	45.92%	40.07%
Townhome	278,223	484,017	205,794	73.97%	10.73%
Vacant Land	234,173	168,520	(65,653)	-28.04%	3.74%
Total	\$ 3,708,519	\$ 4,509,033	800,514	21.59%	100.00%

* YTD as of September 30th

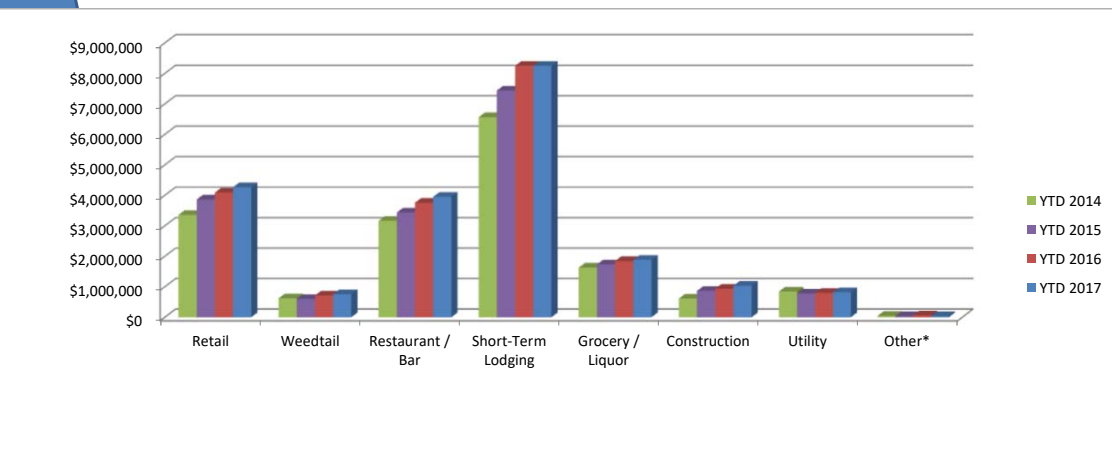
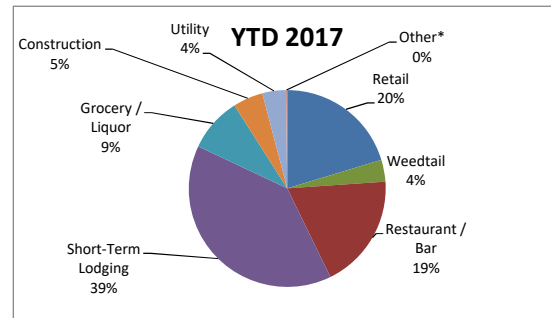
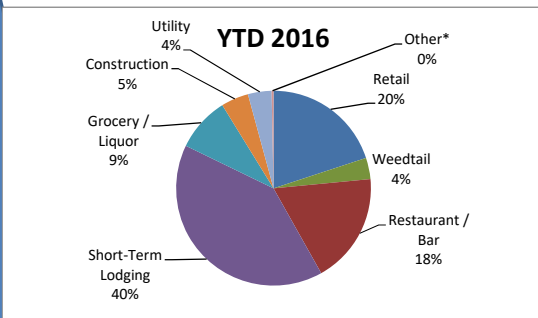


TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

Tax Due by Industry-YTD

Description	YTD 2014	YTD 2015	YTD 2016	2016		2016/2017		2017
				% of Total	YTD 2017	\$ Change	% Change	
Retail	\$3,356,693	\$3,861,937	\$4,089,094	20.00%	\$4,266,253	\$177,159	4.33%	20.32%
Weedtail	\$619,155	\$600,036	\$713,785	3.49%	\$756,813	\$43,029	6.03%	3.60%
Restaurant / Bar	\$3,161,213	\$3,434,907	\$3,756,935	18.37%	\$3,951,777	\$194,841	5.19%	18.82%
Short-Term Lodging	\$6,564,207	\$7,437,368	\$8,247,925	40.33%	\$8,247,420	(\$504)	-0.01%	39.28%
Grocery / Liquor	\$1,628,007	\$1,732,548	\$1,846,226	9.03%	\$1,882,552	\$36,326	1.97%	8.97%
Construction	\$611,606	\$865,441	\$935,494	4.57%	\$1,033,425	\$97,931	10.47%	4.92%
Utility	\$842,133	\$778,737	\$799,177	3.91%	\$819,808	\$20,630	2.58%	3.90%
Other*	\$46,153	\$38,534	\$60,357	0.30%	\$39,785	(\$20,572)	-34.08%	0.19%
Total	\$16,829,168	\$18,749,508	\$20,448,993	100.00%	\$20,997,833	\$548,840	2.68%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



Items of Note:

- The general sales tax rate includes the 2.5% Town sales tax + 1.93% County sales tax distributed to the Town.
- The Short -Term Lodging sector includes an additional 3.4% accommodation tax.
- Weedtail includes an additional 5% marijuana tax (recreational and medical). The 1.5% distribution from the State is also included in this category. While the State distribution is only due on recreational sales, the majority of weedtail sales are recreational and the distribution has been applied to the entire sector.
- Report assumptions include: applying tax specific to a sector to the entire sector, as well as assuming the same tax base across the State, County, and Town taxes due. As a result, the numbers indicated above are a rough picture of taxes due to the Town and not an exact representation. Additionally, the data is representative of taxes due to the Town and not necessarily taxes collected year to date.

General Fund Revenues Summary

September 30, 2017

These next two pages report on 2017 year to date financials for the General Fund. This area contains most "Government Services," such as public works, police, community development, planning, recreation, facilities, and administrative functions.

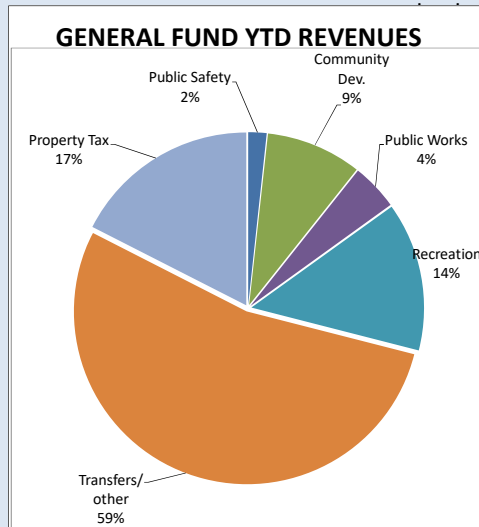
General Fund Revenue: At the end of September, the Town's General Fund was at 102.1% of YTD budget (\$15.5M actual vs. \$15.1M budgeted).

Note that for 2017, the parking and transit cost centers were relocated to the new Parking & Transportation Fund.

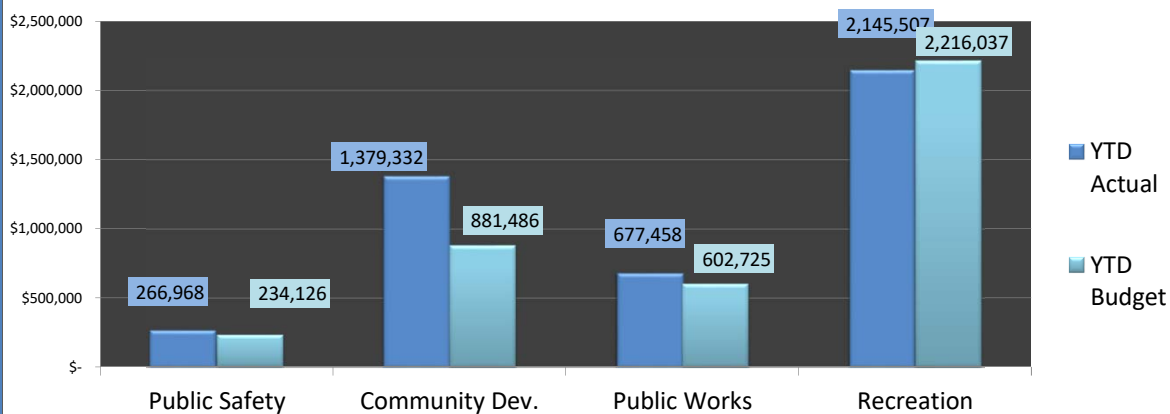
Public Safety revenue is up due to Extra Duty revenue (offset by the payroll expense).

Community Development revenue is up mostly in relation to building permit fees and building plan fees, related to a large project.

Recreation revenue is down due to Nordic ending the season 8.5% under budget and Recreation Programs is 2.9% under budget. This is offset by under budget expenses. See General Fund Expenditures Summary for more detail.



Gen. Fund YTD Revenue Act vs. Bud - by Program



General Fund Expenditures Summary

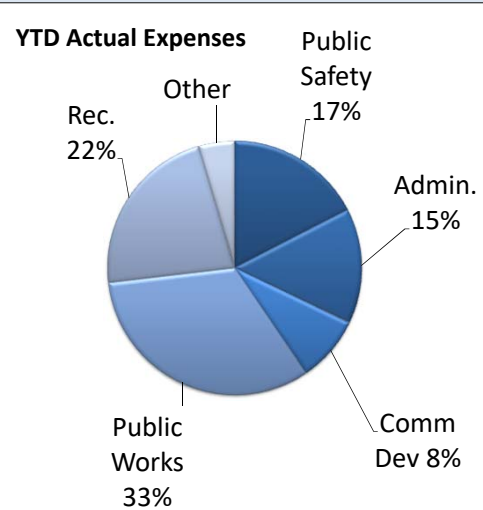
September 30, 2017

The General Fund at September 30, 2017 was at 92.4% of budgeted expense (\$13.9M actual vs. \$15.0M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Recreation, Public Works, Community Development, and Administration).

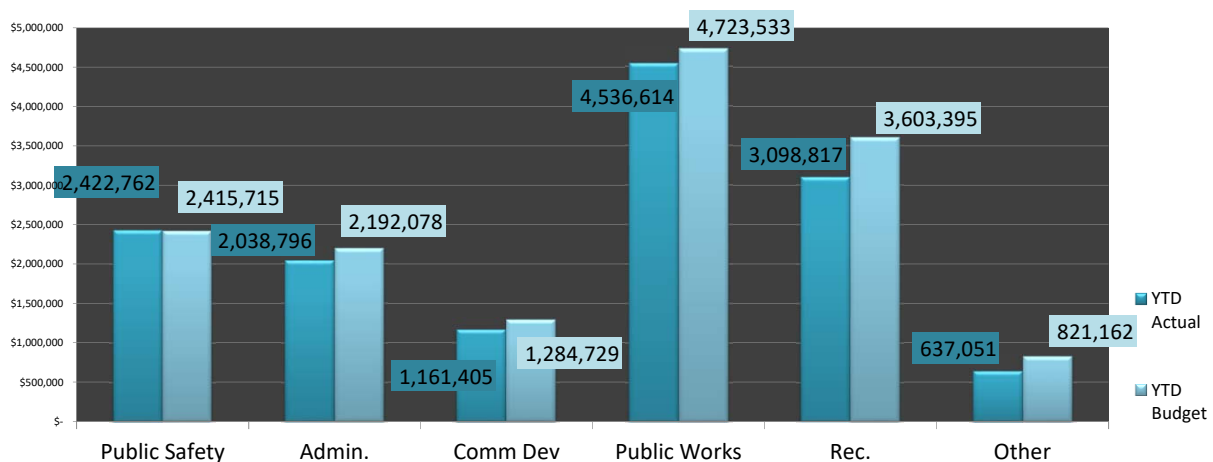
Variance Explanations:

Within the General Fund, department variances are primarily due to timing. As the year progresses, these items will even out and fall closer to the year-to-date budget. Wages also continue to be a significant contributor to budget savings. Recreation is 12% under budget, largely related to Recreation Programs that have been interrupted by the renovation. Additional areas that are significantly under budget include: Human Resources, Building, & "Other" (relating to solar purchases and the broadband assessment).

Note that for 2017, the parking and transit cost centers were relocated to the new Parking & Fund.



Gen. Fund YTD Expenditures Act. vs. Bud. - by Program



Combined Statement of Revenues and Expenditures

All Funds September 30, 2017

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 29,090,702	\$ 25,798,108	113%	\$ 36,879,703
2 Special Revenue	14,918,479	13,839,147	108%	25,351,101
3 Internal Service	4,200,687	4,161,165	101%	5,248,029
4 Subtotal General Governmental	\$ 48,209,868	\$ 43,798,420	110%	\$ 67,478,833
5 Capital Projects	267,433	38,796	689%	4,320,500
Enterprise Funds				
6 Utility Fund	4,766,079	57,117,523	8%	58,510,348
7 Golf	2,652,373	2,589,413	102%	2,644,906
8 Cemetery	1,630	18,582	9%	21,300
9 Subtotal Enterprise Funds	\$ 7,420,083	\$ 59,725,518	12%	\$ 61,176,554
10 TOTAL REVENUE	55,897,384	103,562,733	54%	132,975,887
11 Internal Transfers	35,172,536	33,161,103	106%	50,970,488
12 TOTAL REVENUE incl. x-fers	\$ 91,069,919	\$ 136,723,836	67%	\$ 183,946,375
EXPENDITURES				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 18,092,083	\$ 19,313,986	94%	\$ 32,588,897
2 Special Revenue	23,692,787	31,462,165	75%	41,549,931
3 Internal Service	7,784,780	5,133,470	152%	9,588,311
4 Subtotal General Governmental	\$ 49,569,649	\$ 55,909,622	89%	\$ 83,727,139
5 Capital Projects	6,481,469	22,561,268	29%	22,561,268
Enterprise Funds				
6 Utility Fund	3,497,054	52,048,033	7%	55,095,942
7 Golf	2,024,922	2,247,985	90%	2,660,110
8 Cemetery	0	4,500	0%	4,500
9 Subtotal Enterprise Funds	\$ 5,521,976	\$ 54,300,519	10%	\$ 57,760,552
10 TOTAL EXPENDITURES	61,573,094	132,771,408	46%	164,048,960
11 Internal Transfers	34,887,678	33,161,102	105%	50,970,488
12 TOTAL EXPENDITURES incl. x-fers	\$ 96,460,771	\$ 165,932,511	58%	\$ 215,019,448
13 TOTAL REVENUE less EXPEND.	\$ (5,390,852)	\$ (29,208,675)	N/A	\$ (31,073,072)

General Governmental Funds - General, Excise, Child Care, Marijuana and Special Projects

Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Parking and Transportation

Internal Service Funds - Garage, Information Technology (IT), and Facilities

ALL FUNDS REPORT

September 30, 2017

The YTD breakdown of the revenue/expenses variances is as follows:

Governmental Funds:

General Fund:

- Revenue:
 - Over budget by \$400K. Please see General Fund Revenue page for more detail.
- Expense:
 - Under budget by \$1.1M. See General Fund Expense page of this report for more details.

Excise Fund:

- Revenue:
 - Ahead of budget by \$3M - see Executive Summary or Tax Basics for more information.

Capital Fund:

- Revenue:
 - The Combined Statement does not include transfers (appx. \$16.4M). Revenue is up due to payments received from CDOT and Summit County for reimbursements of projects. Related expenses also exist for this revenue.
- Expense:
 - Under budget due to timing of capital project expenses. The entire annual budget is allocated to January 2017. Although, spending is expected to occur throughout the year.

Special Revenue Funds:

- Revenue:
 - Sales tax and impact fees remain above budget in the Housing Fund. However, Huron Landing rental income is down due to a delay in timing.
 - Parking & Transportation revenue is up due to lift ticket tax and pay parking revenue.
- Expense:
 - Housing is under YTD budget due to the timing of projects, expected to complete later in the year.

Enterprise Funds:

Utility:

- Revenue:
 - While PIFs are exceeding budget, the fund is under budget due to the timing of debt proceeds for the new water plant.
- Expense:
 - Under budget due to timing of new water plant related expenses.

Internal Service Funds:

- Expense:
 - Over budget due to timing of automobile purchases related to insurance recoveries.

Fund Descriptions:

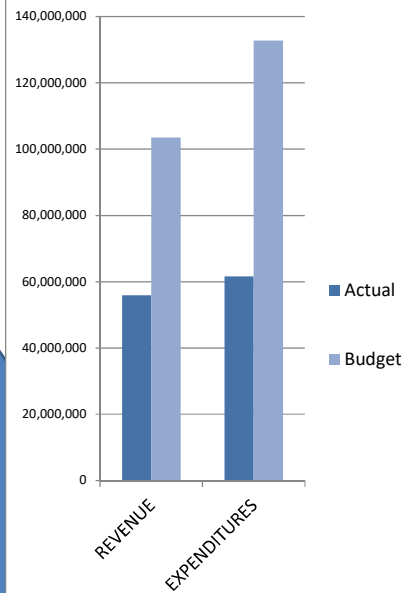
General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

Special Revenue Funds - Marketing, Affordable Housing, Open Space, Conservation Trust, and Parking and Transportation

Enterprise Funds: Golf, Utility, Cemetery

Internal Service Funds - Garage, Information Technology (IT), and Facilities

YTD Actual Revenues and Expenditures vs. Budget





Memo

To: Breckenridge Town Council Members
From: Haley Littleton, Communications and Marketing Coordinator
CC:
Date: 10/19/2017
Subject: Median Banners Refresh Project

The Council will be presented with two possible design styles for banners to be displayed as soon as possible. We are looking for Council's general approval of these concepts, and the timeline and featured events as detailed in this memo.

Our definition of events to be considered in the banner displays include those underwritten by the Town of Breckenridge, or through its funded community partners, and are historic and uniquely related to Breckenridge. The BTO has been consulted about choosing "signature events" for this purpose.

The proposed timeline is as follows:

October-May, with one change per month (roughly 7-8 transitions)

Considered events/designs include:

Generic biking, Town Lighting/Running of the Santas, Ullr Fest, Snow sculpture, Nordic/Ice Arena (Town revenue streams for less events-focused months), WAVE and BIFA.

Approximate Cost:

\$5200 per change (design + labor + printing costs)

Council Considerations:

- Would Council prefer to remove the poles north of Valley Brook Road or use them for year-round "branding?"
- Is Council agreeable to the overarching style of the presented designs?
- Is Council agreeable to the proposed events and timeline for banner changes?
- Is Council agreeable to the budgeting and operational costs for change outs?

Memo



To: Breckenridge Town Council Members
From: Mark Truckey, Assistant Director of Community Development
Date: October 17, 2017 for October 24 Meeting
Subject: Community-Wide 100 Percent Renewable Energy Goal

At its August 22 work session, the Council decided to separate out the proposed goals for 2025 and 2035 presented by the 100 % Renewable Energy Task Force. At the evening meeting, the Council took action to adopt a resolution setting a goal of achieving 100 % renewable electricity for Town facilities and operations by the year 2025. The discussion regarding a community-wide 2035 goal was set aside for further discussion at a later date. Tuesday's work session is intended for this discussion.

At the August 22 work session, some members of the Town Council identified potential issues with setting a goal of reaching 100 % renewable energy for electricity use community-wide by 2035. These issues included the potential costs of transitioning to renewable energy and concerns regarding tying the hands of future Town Councils. The 100 % Renewable Task Force has met since then, reviewed these issues, and has provided the following information and proposals for the Council's consideration:

Costs of Transitioning to 100 % Renewable Energy

Some Council members have expressed concerns that the costs of moving to an entirely renewable energy grid are unknown, could be substantial, and could impact overall utility costs in the community disproportionately.

- The 100 % renewable request is only related to the Town achieving 100 % renewable energy. It is not a state-wide request. Xcel Energy has indicated they anticipate having the ability to earmark renewable energy for communities that request it. Given that the entire Town's electric consumption makes up less than one-half of one percent of the total energy load used by Colorado communities with Xcel service, Breckenridge's request is very small and could easily be accommodated by Xcel.
- Stating on record that the Town wishes to move to 100% renewables sends a strong message to Xcel regarding the Town's desires. Xcel has requested that the Town enter into a Memorandum of Understanding with Xcel outlining a partnership that will move the Town to 100 % renewable energy sources. Xcel also understands that their franchise agreement with the Town will be up for renegotiation in the future. The Town going on record requesting 100 %--along with other communities doing the same--gives Xcel the justification it needs to pursue more renewable sources with the Public Utility Commission.
- Perhaps the biggest indicator of all regarding the cost of renewable energy is when a major utility company invests heavily in it. Xcel Energy has recently made a major request to the Public Utility Commission that includes almost 2 gigawatts of renewable energy and will increase Xcel's portfolio to 55 % renewable energy by the year 2026. Xcel has indicated that they intend to accomplish this at "no additional cost to the customer". Xcel spokesman Mark Stutz has stated, "We understand there are cities that want to do this, and we are going to do everything we can to help them achieve their goals. We are trying to work with any city that wants to go 100 percent 'renewable' or 100 percent 'carbon-free.' We believe we can get electricity at equal or less cost with renewables." This statement speaks volumes concerning Xcel's confidence in the costs of investing in renewable energy.
- A benefit of renewable energy is that future costs are easier to forecast because they do not require buying a fuel source—wind and sun are free. The price of coal, natural gas, and oil can

fluctuate dramatically and thus are not as reliable in terms of future cost forecasting. Renewables take the variability factor regarding fuel cost out of the equation.

- Various reports show a continued trajectory where renewable energy is or will be cheaper than fossil fuel generated energy, such as from natural gas and coal. By most reports, wind is already cheaper and solar is reaching that point as well. The Lazard analysis, previously with the Town Council, clearly shows that utility scale wind and solar are now the same or less expensive than natural gas and that coal is more expensive than any of these.

Level of Commitment and Tying Hands of Future Town Councils

The 2035 community-wide target is expressed in the attached resolution as a “goal”, which the Town intends to work towards in a partnership with our utility provider Xcel Energy. The resolution goes on to state that “although it is the Town’s desire to reach 100 % renewable electric energy by 2035, it is recognized that there may be obstacles that prevent the Town from reaching the full 100 % goal. If the efforts of Xcel Energy and the Town fall short of the 100 % target, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the Town ultimately reaches the goal, in a fiscally responsible manner for our citizenry”.

Staff has provided a revised resolution (attached) for Council consideration. In the resolution, a new section has been added which clearly provides the Council an opportunity on an annual basis to retract or revise the Town’s goal should it prove to be a financial burden to the community. It is important to note that utility rates have historically risen on an annual basis, so a statement suggesting no increase in costs would be inappropriate.

“Section 2. On an annual basis, the Town Council will review progress towards the community-wide 100 percent renewable goals and other relevant information (e.g., utility rates). Should the Town Council determine that customer utility costs have or are projected to increase at an unacceptable rate because of a transition to renewable energy, the Town Council may repeal this resolution or modify the goal set in Section 1 (e.g., 100 % renewable energy community-wide by 2035).”

Partnership with Xcel Energy

Staff have met with representatives from Xcel Energy several times in the last few months. As discussed above, Xcel has indicated a strong willingness to work with the Town to accomplish a 100 percent renewable goal. At our most recent meeting, Xcel suggested that the Town enter into a “Memorandum of Understanding” that would allow us to work in partnership towards the renewable goals. In the upcoming months we intend to work on the specifics regarding an agreement and on the roadmap to 100 percent. Staff has indicated to Xcel that the Town has a desire to move towards 100 percent renewable energy sources and that we desire that this is done in a manner that does not adversely impact consumer electricity costs. We have regular monthly meetings scheduled with Xcel representatives and intend to use these to address the Town facilities 2025 renewable goals as well as the 2035 community-wide goal.

Position Paper Document

Members of the 100% Task Force have devoted many hours of volunteer time to address the issues related to setting the 2025 and 2035 goals. The Task Force has developed a position paper entitled “Why Town Council Should Pass a Community-Wide 100% Renewable Electricity Resolution”. The paper is intended as background information for the Council on this issue. It provides details explaining climate change, its impacts on Breckenridge, and potential solutions, which include an expansion of the issues discussed here in this memo. Council is encouraged to review the document, which is attached.

Council Action

Council input on the above discussion is requested. Staff is glad to provide any additional information that the Council desires on this issue. If the Council is comfortable moving forward to set a 2035 goal, staff requests any suggestions that the Council may have with the attached draft resolution, which could be considered at a future Council meeting.

FOR WORKSESSION –

RESOLUTION NO. ___

SERIES 2017

A RESOLUTION SETTING A GOAL TO REACH 100 PERCENT RENEWABLE ENERGY SOURCES COMMUNITY-WIDE BY 2035

WHEREAS, the Town of Breckenridge wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the recognition that human activity, especially the combustion of fossil fuels that create greenhouse gases, is an important driver of climate change; and

WHEREAS, climate change is locally expected to shorten our ski season, make our forests more prone to drought and wildfire, reduce snowpacks and water supplies, and present a variety of other threats on a global scale that could harm our economy, safety, public health, and quality of life; and

WHEREAS, the Town of Breckenridge remains committed to its adopted goals to reduce energy consumption and increase renewable energy sources as outlined in the SustainableBreck Plan; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of renewable energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the Town of Breckenridge is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

WHEREAS, the Town of Breckenridge's current stable economy is based on it being a highly-visited destination and we have an opportunity to broadly influence dialogue on climate change; and

WHEREAS, the Town of Breckenridge has already taken a variety of important actions to reduce greenhouse gas emissions and transition to renewable energy sources in our community, including installing some 1,500 kw of solar gardens and solar arrays on Town property, undertaking numerous energy efficiency upgrades in municipal facilities, and implementing several programs designed to increase energy efficiency in Town residences and businesses; and

WHEREAS, the Town of Breckenridge desires to work in partnership with its utility provider Xcel Energy to move towards 100 percent renewable energy sources in the future; and

WHEREAS, although it is the Town's desire to reach 100 % renewable electric energy by 2035, it is recognized that there may be obstacles that prevent the Town from reaching the full 100 % goal. If the efforts of Xcel Energy and the Town fall short of the 100 % target, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the Town ultimately reaches the goal, in a fiscally responsible manner for our citizenry; and

WHEREAS, “renewable energy” includes energy derived from wind, solar, geothermal, and other non-polluting sources that is not derived from fossil or nuclear fuel and does not adversely impact communities or the environment; and

WHEREAS, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of renewable energy initiatives.

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

Section 1. The Town of Breckenridge establishes a goal to achieve 100 percent renewable electricity community-wide by the year 2035, and is committed to working in partnership with Xcel Energy towards this goal.

Section 2. On an annual basis, the Town Council will review progress towards the community-wide 100 percent renewable goals and other relevant information (e.g., utility rates). Should the Town Council determine that customer utility costs have or are projected to increase at an unacceptable rate because of a transition to renewable energy, the Town Council may repeal this resolution or modify the goal set in Section 1 (e.g., 100 % renewable energy community-wide by 2035).

Section 3. This resolution is effective upon adoption.

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

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney

Date

Why Town Council Should Pass a Community-Wide 100% Renewable Electricity Resolution
Authored By
The Breckenridge for 100% Renewable Energy Task Force

I. The Problem: Climate Change And Its Negative Impacts on Breckenridge

A. What is Climate Change and How Is It Caused?

Climate change is the warming of the Earth, and that warming's extreme effects on climactic events. Climate change is due primarily to human causes, specifically the burning of fossil fuels, such as coal, oil, and gas, which pump greenhouse gases into our atmosphere – gases that trap heat radiating from Earth toward space. Greenhouse gases include water vapor, carbon dioxide, methane, nitrous oxide and chlorofluorocarbons (CFCs). The United Nations Intergovernmental Panel on Climate Change Fifth Assessment Report of 2014 states, "Warming of the climate system is unequivocal, and since the 1950s, many of the observed changes are unprecedented over decades to millennia." (1)

A 2013 review of 4,104 research papers found that 97 percent said that humans are causing global warming (2). A 2016 review of 38 studies that expressed a contrarian view found they were all flawed. When researchers tried to replicate the results, the researchers found these studies were biased and faulty (3). "Every single one of those analyses had an error—in their assumptions, methodology, or analysis—that, when corrected, brought their results into line with the scientific consensus," said Katherine Hayhoe, one of the review's authors (4). Human-caused climate change is undeniably real.

According to NASA, negative effects of climate change include warming oceans, shrinking ice sheets, glacial retreat, sea level rise, declining Arctic sea ice, extreme weather events, and ocean acidification (5). These effects, in turn, lead to higher economic costs from hurricane, flooding and wildfire disaster relief payouts, land loss due to rising oceans, and crop damage and fishery loss (5.1), along with loss of human life, loss of biodiversity and loss of culture/identity (5.2). Public health impacts include more acute respiratory illnesses in children and more cardiorespiratory disease and lung cancer in adults, and thus more deaths (5.3). In fact, "The World Bank estimates that the global costs of adapting to climate impacts until 2050 are around \$70-\$100 billion per year." (5.2)

B. Climate Change's Negative Impacts on Breckenridge

Climate change is negatively affecting the health, safety, and economic welfare of the Breckenridge community. Along with the global cost and health impacts of climate change listed above, consequences in our region include "changes in the timing of snow melts and streamflow that reduce water supplies for competing demands, and increased heat, drought and insect outbreaks that have increased wildfires and are causing widespread tree die-off" (5). Moreover, a 2016 study of wildfires in the Western United States found that "Human-caused climate change caused over half of the documented increases in fuel aridity since the 1970s and doubled the cumulative forest fire area since 1984." (6) That means the risk of wildfire in our area has doubled in the past 30+ years due to human-caused climate change. But the future projections are much worse.

An infographic from the Union of Concerned Scientists (7) sums up the results from recent scientific research papers (8) on climate change's effect on the Western US wildfire season. It shows the average number of large wildfires in the Western US has grown from 140 per year in the 1980s to 250 in present

day. The average length of the wildfire season has grown from 5 months to 7+ months, due to earlier spring snowmelt and later onset of the fall snow season. Average temperatures in the Western US have risen 1.9 degrees Fahrenheit, which combined with the earlier snowmelt, means forests are drier and for longer periods of time. By mid-century, Western US temperatures are expected to rise 2.5-2.6 degrees more, with a corresponding increase in annual burn area, of at least 650% in our area of Colorado.

We were extremely lucky that a sudden change in wind direction prevented the Peak 2 wildfire from sweeping through Breckenridge. But we can't rely on just luck to continue to save us in the future, especially with the huge odds working against us. We've also been subjected to the heavy air pollution caused by massive wildfires to the west of us in Montana and other states. Smoke from these out-of-control and unprecedented wildfires will continue to worsen and negatively affect our health.

Finally, if we are to survive as a winter-tourism-driven town, we must save our winters. From an article in Powder Magazine, "In just 70 years, the ski season will be markedly shorter, no matter what happens in the near future." (9) That impacts the income of every resident and business in Breckenridge. A recent EPA-funded study of the winter sports industry (10) states, "Virtually all locations are projected to see reductions in winter recreation season lengths, exceeding 50% by 2050 and 80% in 2090 for some downhill skiing locations." Because of its high altitude, Breckenridge won't be as impacted as lower altitude and coastal ski areas, but the economic collapse of those ski areas will greatly reduce the number of skiers overall. That's because local "breeder" and "feeder" ski areas where people learn winter sports and get hooked on them will no longer exist (11).

As the Powder article explains, "If nothing is done to stop global warming and our planet continues to burn greenhouse gases as we do now, the ski industry will be a shadow of what it is today. Climate change will scrape weeks off both sides of the season at ski resorts from California to Maine, and the losses will be so much that even population growth won't be enough to sustain business in skiing." (9) The ski industry has basically lost Thanksgiving as a time for ski tourism. We face a future where "If emissions are left unchecked, the planet will be so warm that even with snowmaking, 90 percent of ski resorts in the United States will not be able to open by Christmas—a time stamp that will put most ski resorts out of business." (9)

II. The Solution: Putting the Brakes on Climate Change

A. Reducing Greenhouse Gases Worldwide

While we cannot fully stop anthropogenic climate change and return to past temperature levels, we can stop the most severe predicted outcomes by "keeping the total global average warming to no more than 2°C/3.5°F relative to pre-industrial levels." (12) The need for global action is what led 196 countries attending the 2015 United Nations Climate Change Conference to negotiate the Paris Agreement, which has been ratified by 160 countries. The Paris Agreement's "central aim is to strengthen the global response to the threat of climate change by keeping a global temperature rise this century well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees Celsius." (13) To achieve this goal, "atmospheric concentrations of carbon dioxide would need to peak below about 400 to 450 ppm and stabilize in the long-term at around today's levels." (12) Current daily CO2 levels are about 405-410 ppm (14), so we are already in very dangerous territory. Drastic measures must be taken now and are being taken now in many countries.

According to the EPA, the United States is responsible for 15% of the global CO2 emissions from fossil fuel (15). Electricity generation accounts for 29% of U.S. greenhouse gas emissions, transportation for 27%, industry for 21%, commercial and residential 12% and agriculture for 9% (15). While greenhouse gases need to be reduced across all sectors, it makes sense to tackle the largest, electricity generation, first. Once our electricity is powered primarily by renewable sources, such as solar, wind, hydroelectric, and geothermal, the next logical step is to tackle the second largest sector, transportation, by transitioning to electric vehicles powered with renewable electricity. Many cities are converting their municipal fleets to electric vehicles, and the Breckenridge 100% Renewable Energy Task Force supports Breckenridge doing the same as quickly as possible.

B. Breckenridge's Part in the Solution

On June 1, 2017 President Donald Trump announced he was withdrawing the United States from the Paris Agreement. That announcement energized an emerging movement across the US to get cities, counties, and states to commit to the Paris Agreement themselves (over 330 cities, including Breckenridge, have signed on) and to enact resolutions to set community-wide 100% renewable electricity targets between 2025 and 2035 (16) (17). Some local governments are even committing to 100% renewable energy targets (including heating and transportation) by dates between 2035 and 2050. Of the many communities that have made 100% renewable electricity commitments, those similar to Breckenridge include Aspen, Boulder, Pueblo, and Nederland, Colorado; Moab, Park City, and Salt Lake City, Utah; and South Lake Tahoe, California (16).

Changing our small community's electricity supply to that generated by renewable sources will not, by itself, make much difference. However, by banding together with other worldwide communities making these 100% renewable electricity resolutions, we can make a huge difference. It's an example of consumer activism at work, such as product boycotts that force corporate change.

Communities can request their electric utilities, many of which are already investing in renewable electricity generation, to make the conversion sooner by setting requirements in franchise or other agreements to gradually increase the percentage of renewable electricity delivered to them until they reach 100%. These requirements incentivize electric utilities to retire expensive, dirty, coal-powered electric plants sooner and invest in less expensive, clean, renewable electricity generation technologies faster. Communities can also influence statewide Public Utilities Commissions (PUCs) to support their utilities' plans to decommission coal-fired power plants and replace them with renewable electricity generation. Breckenridge can do its part by becoming one of the cities in Xcel Energy's territory that are setting 100% renewable electricity targets.

III. The Resolution: Community-Wide 100% Renewable Electricity

A. What It Means

The Community-Wide 100% Renewable Electricity Resolution proposed by the Breckenridge 100% Renewable Energy Task Force, after some WHEREAS clauses, states:

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

Section 1. The Town of Breckenridge establishes a goal to achieve 100 percent renewable electricity community-wide by the year 2035, and is committed to working in partnership with Xcel Energy towards this goal.

Section 2. On an annual basis, the Town Council will review progress towards the community-wide 100 percent renewable goals and other relevant information (e.g., utility rates). Should the Town Council determine that customer utility costs have or are projected to increase at an unacceptable rate because of a transition to renewable energy, the Town Council may repeal this resolution or modify the goal set in Section 1 (e.g., 100 % renewable energy community-wide by 2035).

Section 3. This resolution is effective upon adoption."

It's pretty simple. The proposed resolution specifically includes a statement that the town will work in partnership with our electric utility, Xcel Energy, to achieve the goal. The town would do this by opening negotiations now with Xcel Energy, long before the 2028 expiration of our franchise agreement, as is allowed in the agreement. The negotiations would result in a binding agreement or series of binding agreements with Xcel Energy to gradually increase the percentage of renewable electricity they provide to us until 2035, when they will deliver 100% to the whole community.

The resolution does not require town government, residents, or businesses to purchase or install renewable electricity generation systems. It just requires the town to negotiate with our electric utility. Furthermore, the negotiation should result in no overall increase in long-term rates to customers within Breckenridge over current electric rate curves, similar to Xcel Energy's new Renewable*Connect program, recently approved by the Colorado Public Utilities Commission (17.5). Xcel Energy's existing solar programs, Solar Rewards and Solar Rewards Community, also save customers money.

A common misconception is that renewable electricity will cost more. This is false. The World Economic Forum stated in a 2016 report, "In an increasingly larger number of countries, it has become more economical to install solar and wind capacity than coal capacity. It is estimated that more than 30 countries have already reached grid parity without subsidies, and around two thirds of the world should reach grid parity in the next couple of years." (18) In recent studies, both the U.S. Department of Energy (19) and Lazard Ltd, a world-renowned financial and asset management company (20), showed that utility scale solar PV and wind are the least-cost forms of energy generation.

For several years, solar and wind energy developers have bid less expensive prices per kilowatt hour than fossil-fuel energy developers. For example, in Xcel Energy's 2013 All Source Solicitation 120 Day Report (21), Xcel received bids for utility-scale solar PV resources that are cost-effective head-to-head with natural-gas fired generation. In the same report, Xcel mentions that two of the wind and solar bids reduced customer costs by millions of dollars compared to the present value of Xcel's existing energy portfolio. Locally, the community solar agreements that Breckenridge is investigating for town facilities would result in lower rates for electricity than the town is currently paying.

Finally, renewable electricity generation is a fixed cost resource, with only capital costs needed to build projects. There are no on-going fuel costs. Future costs are easier to forecast because they do not require buying a fuel source – wind and sun are free. Fossil-fuel electricity generation, on the other hand, requires both capital costs and on-going fuel costs, which will continue to rise with inflation and can fluctuate dramatically with market conditions, making future cost forecasting difficult.

B. Why It Is Needed and Wanted

Breckenridge needs this resolution for a number of reasons:

First, climate change is dangerous for our community. If Breckenridge is to thrive into the future, we have to fight climate change. To do this, we must join other towns in including 100% renewable energy requirements in agreements with our electric utilities to incentivize them to convert from fossil-fuel to renewable energy sources faster and thus decrease their greenhouse gas emissions faster.

Second, by joining other Colorado communities in combatting climate change, Breckenridge will participate in the benefits of these actions, such as enhancing our energy independence by relying less on fossil fuels and thus gaining more predictable energy costs, better health for state residents living near current fossil fuel power plants, reduced health effects from air pollution statewide, reduced watershed and agricultural impacts, better forest health and lowered wildfire risk, and increased jobs in the clean energy sector.

Third, the Governor of Colorado has committed the state to the goals of the Paris Agreement (22), compelling a reduction in greenhouse gas emissions before 2025 by at least 26 percent below 2005 levels. This Executive Order includes a directive "to partner with local governments to support locally-led climate goals", including goals for 100% renewable electricity.

Fourth, the town should state the 100% renewable electricity goal in writing to show our resolve to the world, to ourselves and to Xcel Energy, so we cannot be maneuvered into backing down from that goal.

Fifth, it is important to work with Xcel Energy as soon as possible to get a commitment from them. Breckenridge needs to be one of the first Colorado communities to negotiate for 100% renewable electricity with Xcel. Xcel can easily provide 100% renewable electricity to multiple small communities because their needs are such a small percentage of Xcel's total energy portfolio. It will be difficult (but not impossible) for Xcel to convert the last 20% or so of their statewide electricity mix to renewables, because they will need to invest in new grid electricity storage technology. So, we want to be an early adopter, before Xcel could delay 100% conversion for customer municipalities who negotiate late. The sooner Breckenridge passes a resolution, the higher the probability that Xcel Energy will concur.

Sixth, the community-wide goal allows residents and businesses who rent their space and cannot install their own solar panels or wind turbines to participate in Breckenridge's 100% clean electricity commitments. Breckenridge's citizens want to participate in alleviating the climate change crisis and its devastating effects on our town. Community solar provides a path for all residents to do that.

Seventh, the resolution publicly states the negative impact that climate change has on us and publicly announces that Breckenridge is joining the ranks of 100% renewable electricity municipalities. The town must set a community-wide goal to be counted as a "City Committed to 100% Renewable Electricity" by Climate Reality Project, Sierra Club, Local Governments for Sustainability, the US Conference of Mayors, and other organizations that will generate media hits and positive publicity for our town. Publicizing our efforts will spur other communities to action.

Lastly, Breckenridge voters want Town Council to set a goal for community-wide 100% renewable electricity by 2035, as shown by their overwhelming response in resident (634 signatures so far) and business (118 signatures so far) petitions. Canvassers' experience was that 8 out of 10 residents they talked to were eager to sign. Town residents and businesses want our town to follow Aspen's lead. They want Town Council to tell the world that climate change is hurting us and to make a commitment to fight it.

IV Implementation: How the Resolution Will Work

A. What's Included: Negotiating An Agreement With Our Electric Utility

Xcel Energy management, in discussions with town officials, has stated that they are willing and interested in working with us and have even suggested signing a Memorandum of Understanding, much like the one Park City, UT, has signed with their electric utility. In a recent Denver Post article about Denver's plans to set a goal for community-wide 100% renewable electricity by 2030, Xcel spokesman Mark Stutz said, "We understand there are cities that want to do this, and we are going to do everything we can to help them achieve their goals. We are trying to work with any city that wants to go 100 percent 'renewable' or 100 percent 'carbon-free.' We believe we can get electricity at equal or less cost with renewables." (23)

We just need to show Xcel Energy that the town has set this goal by formalizing it in a resolution, which is how Park City, UT, got their electric utility to work with them (said Luke Cartin, Park City's Environmental Sustainability Director, in a 9/25/17 teleconference with the Task Force). Xcel does not want to lose its municipal customers, like Boulder, CO, which plans to form its own electric utility to get to 100%. We also need to formalize this goal to show the Colorado Public Utilities Commission our resolve to work with Xcel Energy and to encourage the PUC to approve any regulatory changes needed for Xcel to deliver 100% renewable electricity to our town.

By 2026, Xcel plans to produce 55% renewable electricity (24). They will continue to bring more renewable generation capacity on-line, because renewables are less expensive and it makes economic sense to do so. Meeting Breckenridge's requirement for 100% will just be a small drop of that vast bucket of 55%-and-increasing capacity. Within the town limits, Breckenridge used about 136,985 MWh of electricity in 2016 (25). Xcel Energy delivered about 28,800,915 MWh of electricity to all their Colorado customers in 2016 (26), so Breckenridge uses less than .5% of the total. Therefore, Xcel doesn't have to be generating 100% renewable electricity to meet our request for 100%.

Xcel Energy would prefer to use Breckenridge, Nederland (which has passed their 100% resolution), and other small Colorado cities as test cases before they negotiate agreements with Denver and other large cities that also are moving toward 100% resolutions. It would be ideal for Xcel to gradually add on 100%-resolved cities in their territory as their renewable capacity increases and they can meet those requirements. And, hopefully, the gradual accumulation of 100%-committed cities will accelerate Xcel's conversion to renewable electricity generation until they, too, reach 100%.

As stated before, Xcel Energy will need to invest in grid electricity storage technology to reach 100%. The town doesn't need to address this requirement for backup power; only Xcel does. Large-scale grid battery technology has been developed, is in production, and has been installed to do precisely this (27). These grid batteries store all types of intermittently-generated electricity, including wind and solar, and

release it during peak usage periods or other times when generation is less than usage. Grid battery costs are dropping as more are being installed, 221 Megawatts worth in 2016 alone (28). Electric grid operators have stated that the growth of wind and solar-generated electricity has not harmed the reliability of the US power grid and that they are managing a more diverse electricity generation portfolio just fine (29).

Given the likelihood of a successful negotiation with Xcel Energy, Town Council should not be afraid to do what Breckenridge voters are asking you to do, to set a goal for community-wide 100% renewable electricity by 2035 and to state that goal in a resolution.

B. What's Not Included

As stated previously, the resolution, when passed, will not force residents or businesses to invest in solar panels, wind turbines or any other form of renewable electricity generation. This goal does not require homeowners or businesses to modify their construction or to install solar or wind power on their property. Nor does it require builders to do so on future construction. These investments would remain private decisions made by choice. The resolution also says nothing about other types of energy use, such as heating and transportation, so no one will be forced to convert from gas heat to electric or to buy an electric car.

V. Why Doing Nothing Is Not A Viable Option

The danger of doing nothing, of not doing our part to combat climate change and to spread the word about how it is hurting us, is the greatest danger, by far. The negative impacts on the health, safety, and economic welfare of the Breckenridge community will continue to worsen, and the threat of catastrophic effects will grow. The Breckenridge Renewable Energy Task Force urges the Breckenridge Town Council to take action now to address this issue at a community-wide level.

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Memo

To: Breckenridge Town Council Members
From: Mark Johnston, Assistant Public Works Director
Date: October 18, 2017 (for the October 24, 2017 Work Session)
Subject: Save As You Recycle (SAYR) update

Background

Staff is working with High County Conservation Center (HCCC) to evaluate the feasibility of implementing a Save As You Recycle program in the Town of Breckenridge. A group of stakeholders comprised of; three trash and recycling haulers, property management and lodging companies, restaurant industry, town staff, HCCC and members at large have meet several times since the fall 2016 to develop a proposed framework for a potential ordinance. The goal of the ordinance would be to divert a higher percentage of recycling from the landfill. HCCC has provided the group with numerous examples from other communities that have successfully achieved this goal.

The purpose of today's presentation is to update Town Council on the work the stakeholder group has done so far as well as get some direction on the ordinance components the group has developed as of today.

HCCC will provide a brief presentation that will cover key components of the proposed ordinance, potential cost and a proposed time line.

SAYR is considered a national industry best management practice. Below is a summary of the Save As You Recycle stakeholder outcomes as of August 18, 2017. This reflects the direction from Breckenridge Town Council and the consensus of the stakeholder group.

Definition of commercial: any property with more than eight units.

Ordinance Component	Description	Commercial	Residential
Universal Recycling	All residents and businesses with trash service must also have recycling service provided.		
Frequency of Recycling Pick-ups	Recycling service must be offered at least as frequently as trash service.		
Embedded Rates	Billing for trash and recycling service is combined into one service price.		
Variable Rates	Service is billed like a utility – the more trash generated, the more it costs for service. This provides economic incentive to reduce waste generated.		
Bin Sizes	Pricing differs by a ratio from the smallest bin to the largest. Bin sizes offered are 96, 64, 32 gallon.		
Recycling bins	Recycling bins must be provided/present/offered next to all trash receptacles	*	
Glass collection service required	Glass is not allowed in single stream (curbside) programs. Separate bins for glass collection are required.		
Wildlife Containers	Existing Town of Breckenridge wildlife protections and trash ordinances will apply.		
Organics collection required	Food waste and yard debris collected separately. Recommended to starting planning for expansion now – expectation to include organics in 2-3 years.		
Phase-in of ordinance	The ordinance will contain a phase-in period to come into compliance. Short-term waivers for commercial exemptions may be allowed with approved plan for compliance. Shorter phase in period for residential.		

*Exceptions to this include condominiums that are operated as commercial. Recycling must be provided in common areas, lobbies, and hotel rooms. Exact ordinance requirement for this exception have yet to be determined.

Changes to Glass Recycling

In addition to the proposed save as you recycle ordinance, staff has been researching alternative ways for glass to be recycled. The current trash and recycling haulers do not pick up residential glass. Town staff has been experimenting with a glass only recycling pilot program in one of our town owned dumpster buildings. A private company that solely recycles glass has been servicing this building. We would like to work with this company to install three (3) stations for public drop off thus making glass recycling more convenient for the public. The company would provide the stations illustrated below as well as provide pickup and maintenance.





High Country Conservation Center



Why Save as You Recycle?



Summit's Diversion Rate



23%

Colorado's Diversion Rate



26%

National Diversion Rate



34%

A Long and Winding Road



Stakeholder Process

- Three SAYR stakeholder meetings in 2016.
- Hiatus because of flow control discussion/ adoption.
- Regrouped in 2017 for three SAYR stakeholder meetings.

Ordinance will contain different “commercial” v. “residential” requirements.

Commercial and Residential



Universal Recycling – All residents and businesses with trash service must have recycling service.

Variable Rate Pricing – different applications for residential v. commercial. Creates incentive to increase recycling and decrease trash.

Wildlife Containers – not mandated under SAYR program, because addressed by existing Town ordinances.

Organics Collection (Food & Yard Waste) – hope to phase-in to ordinance in approx. 3 years.

Residential

<8 units, curbside collection



Embedded Rates – recycling and trash service combined into one monthly fee.

Glass Recycling - collection not required. Town working on increasing glass recycling accessibility.

Bin Sizes – three trash sizes: 32 gallon, 64 gallon, 96 gallon. Unlimited recycling.

Residential Bin Rates



Ordinance will set bin size price ratio. Stakeholder group recommends 32-gallon bin size as base rate.

To incentivize recycling, rate must increase 80-100% per each bin size increase.



Commercial

> 8 units, shared dumpsters + businesses



Rates – recycling and trash service fees will continue to be itemized on bills.

Single-stream (sans glass) & glass recycling – separate collection required for both types of recycling

Recycling Bins – required next to trash cans in areas accessible to public (i.e. hotel lobby, coffee shop). Glass recycling bins only required in areas where glass products sold/served.

Waivers – temporary hardship waivers granted for commercial entities that cannot comply prior to effective date.

Program Implementation



Town rebates to assist residents & commercial entities.

Education and outreach.

Bin planning – standardize residential bins?, who stores & exchanges bins?

Determine staff (Town, intern, HC3?) to implement program.

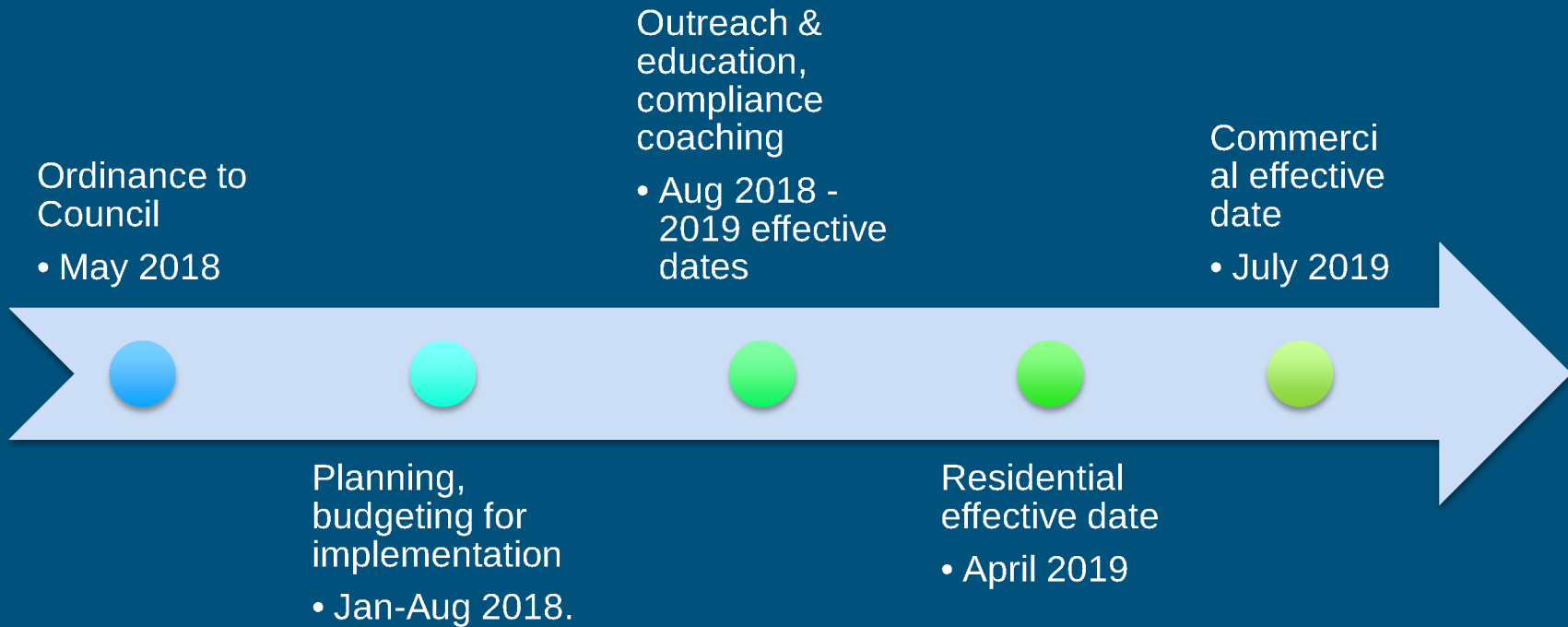
SAYR Stakeholder Direction



SAYR Program Input and Concerns

Importance of Public Input

SAYR Program Proposed Timeline



Zero Waste Task Force Update



- Focused on community-wide recycling funding..SCRAP & drop site processing + new community programs
- Relationship between ZW Task Force and SAYR Program



HIGH COUNTRY CONSERVATION CENTER

Jennifer Schenk
Executive Director

highcountryconservation.org
970-668-5703

Memo



To: Breckenridge Town Council Members
From: Laurie Best and Nichole Rex
Date: 10/19/2017
Subject: Deed Restriction Upgrade to Blue 52 Template

For some time staff has been receiving inquiries from owners of homes in certain deed restricted neighborhoods in regard to their appreciation formula, specifically concerning the use of AMI (Area Median Income) as an index for calculating maximum resale prices. Based on concerns and analysis of the issues and impacts, staff believes there is good rational to allow owners to upgrade to the Town's new Blue 52 template. We have scheduled this worksession with the Council to present our recommendation.

Background:

As you know, many of the Town's developments (Valley Brook Neighborhood, Vic's Landing, Gibson Heights, and Maggie Placer) restrict appreciation to the lesser of change in AMI or 3% per year while other neighborhoods (Wellington, Lincoln Park, and Vista Point) have a different appreciation formula which guarantees 3% annually, assuming the market will bear it. With the recent decline in AMI, which did not mirror local economic conditions, owners in neighborhoods with the 'lesser of' formula who have owned their units for 7-8 years have been unable to achieve any gain, in fact the value of their homes dropped as AMI declined beginning in 2013. Over the same time units in Wellington have appreciated at 3% a year and market rate units are experiencing unprecedented appreciation. Using the 'lesser of' formula has resulted in some unintended and undesirable consequences, creating inequity, restricting mobility, and discouraging investment and maintenance of units that are subject to that formula.

The Town began using the change in AMI for the appreciation formulas in 2000, but as you know we are moving away from AMI and the Blue 52 model (fixed 2% annual appreciation) will be the standard going forward. We have also included other elements in the Blue 52 model to insure owners maintain their units in order to achieve maximum resale price and have made it easier to modify elements of the restriction if there are unforeseen consequences or changes in market conditions. We believe the new Blue 52 template is more aligned with the goals of the program (listed below) and it would benefit the Town to allow owners to change from older deed restrictions to the Blue 52 template. This would also increase consistency across the neighborhoods and simplify administration.

Goals of Deed Restriction

- 1) Long Term Affordability
- 2) Equitability and Parity of Pricing
- 3) Mobility
- 4) Preservation and Upkeep of Housing Stock

Recommendation:

- Staff recommends that owners of homes in deed restricted neighborhoods, particularly Valley Brook Neighborhood, Gibson Heights, Maggie Placer, and Vic's Landing be permitted to upgrade to the Blue 52 model. We will need to work with the Town Attorney, and possibly with multiple lenders, to develop a process for replacing the older deed restriction with the new standard, but believe this is a viable option if the Council agrees with this recommendation.
- Staff suggests a deadline (4months +/-) for opting into the Blue 52 model.
- Staff recommends that the terms of the Blue 52 model including the appreciation formula be applied retroactively, so the appreciation formula (2% annually) would apply from the date of purchase of the unit. We have analyzed the impact of this retroactive application of the formula and determined that the updated resale prices will still be in the affordable range and this will create more parity in the price per square foot, especially compared to the Blue 52 units (please see the attached graphic for the analysis).

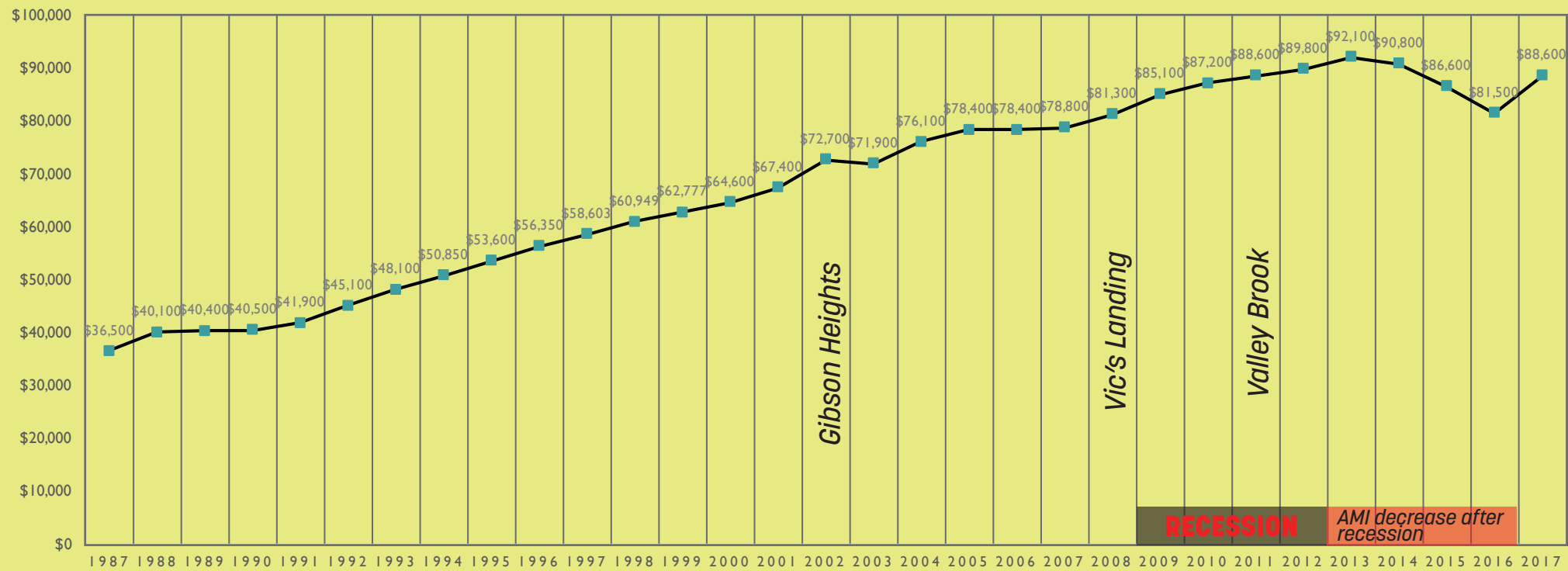
We discussed these recommendations with the Housing Committee and they are supportive of moving forward with these changes. We will be available at your worksession on October 24th to discuss this recommendation.

Analysis of Issues Raised by Owners of Homes Subject to the "Lesser Of" Resale Formula

October 18th, 2017

Summit County Change in AMI

*Annual 3% change in AMI over time



A major issue with AMI is that it does not reflect what is actually happening with incomes in our community. One major reason for this is the results of using 5-year American Community Survey data. Due to a lag in when the data was collected and when it was available, the data used in calculating AMI are flawed and do not represent current incomes in a community (especially small, tourist areas). In addition, AMI is calculate using Median Family Income as opposed to Median Household Income - therefore, all un-related and single household incomes are not included in the calculation for determining AMI. This over-exaggerates the AMI calculated for the county as many residents and low-income workers live in un-related or single households. As data availability, accuracy, and best practices evolve, the outcome of using AMI in determining resale values of deed restricted units will have unpredictable impacts on the appreciation of our inventory and stability for residents in our neighborhoods.

Goals of TOB Deed Restrictions

GOALS	Blue 52	Other Deed Restrictions
PRESERVE AFFORDABILITY	✓	✓
EQUITABLE & COMPS	✓	✓
MOBILITY	✓	✓
PRESERVE NEIGHBORHOOD	✓	✓
FLEXIBLE & EASY TO MODIFY	✓	✓

Staff supports allowing owners in other town projects to choose the Blue 52 deed restriction template. This will benefit both the residents in these neighborhoods and the Town by meeting the goals of Town deed restrictions.

Impact of Changing the Deed Restriction

*Initial developer pricing was 80% AMI for Vic's Landing. TOB pricing (VB and GH) was at 65-70% AMI

NEIGHBORHOOD	INITIAL PRICE TARGET: 80% AMI	LAST RESALE PRICE	SALE PRICE UNDER CURRENT RESTRICTION	SALE PRICE UNDER 2% FIXED (RETRO)	BLUE 52 PRICING OF 80% COMPARABLE UNIT
Valley Brook 2bd 2ba 1179 S.F. & 2 Car Garage	\$165,000 (2011)	\$165,000 (2011)	\$165,000 - \$140/S.F.	\$187,000 - \$159/S.F. 73% AMI based on Blue 52 Formula	\$237,443 - \$253/S.F.
*Vic's Landing 2bd 1Ba 1043 S.F. & Garage	\$229,500 (2008)	\$229,500 (2008)	\$250,107 - \$240/S.F.	\$271,957 - \$260/S.F. 107% AMI based on Blue 52 Formula	\$237,443 - \$253/S.F.
Gibson Heights 2bd 2ba 1345 S.F.	\$150,932 (2002)	\$185,800 (2010)	\$188,783.03 - \$140/S.F.	\$211,192 - \$157/S.F. 83% AMI based on Blue 52 Formula	\$237,443 - \$253/S.F.