



**BRECKENRIDGE TOWN COUNCIL WORK SESSION**

Tuesday, May 24, 2016; 3:00 PM

Town Hall Auditorium

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

<b>3:00-3:10pm</b>	<b>I</b>	<b><u>PLANNING COMMISSION DECISIONS</u></b>	<b>2</b>
<b>3:10-3:45pm</b>	<b>II</b>	<b><u>LEGISLATIVE REVIEW*</u></b>	
		Marijuana Licensing Ordinance Amendment	<b>10</b>
		Ordinance Authorizing Deed to CDOT	<b>13</b>
		Summit Youth Hockey Lease Agreement	<b>34</b>
		Cucumber Creek Estates Extended Vesting	<b>56</b>
<b>3:45-4:00pm</b>	<b>III</b>	<b><u>MANAGERS REPORT</u></b>	
		Public Projects Update	<b>69</b>
		Housing/Childcare Update	
		Committee Reports	<b>78</b>
		Financials	<b>79</b>
<b>4:00-4:20pm</b>	<b>IV</b>	<b><u>OTHER</u></b>	
		"Save-As-You-Recycle" Proposal	<b>90</b>
<b>4:20-4:30pm</b>	<b>V</b>	<b><u>PLANNING MATTERS</u></b>	
		Town Project: Ice Arena Roof	<b>92</b>
<b>4:30-5:15pm</b>	<b>VI</b>	<b><u>SUMMER CULTURAL PREVIEW</u></b>	
<b>5:15-5:30pm</b>	<b>VII</b>	<b><u>BRECKENRIDGE EVENTS COMMITTEE UPDATE</u></b>	
<b>5:30-6:45pm</b>	<b>VIII</b>	<b><u>JOINT MEETING WITH THE BOCC</u></b>	<b>107</b>

Note: Public hearings are not held during Town Council Work Sessions. The public is invited to attend the Work Session and listen to the Council's discussion. However, the Council is not required to take public comments during Work Sessions. At the discretion of the Council, public comment may be allowed if time permits and, if allowed, public comment may be limited. The Town Council may make a Final Decision on any item listed on the agenda, regardless of whether it is listed as an action item. The public will be excluded from any portion of the Work Session during which an Executive Session is held. Report of the Town Manager; Report of Mayor and Council members; Scheduled Meetings and Other Matters are topics listed on the 7:30 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

**MEMORANDUM**

**To:** Town Council

**From:** Mark Truckey, Assistant Director of Community Development

**Date:** May 18, 2016

**Re:** Planning Commission Decisions of the May 17, 2016, Meeting.

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***DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 17, 2016:***

CLASS C APPLICATIONS:

1) Small Vendor Crepe Cart (CL) PL-2016-0133; 13445 Highway 9  
Operate a small vendor food cart near the front entrance of the Breckenridge Building Center. *Approved.*

CLASS B APPLICATIONS: None.

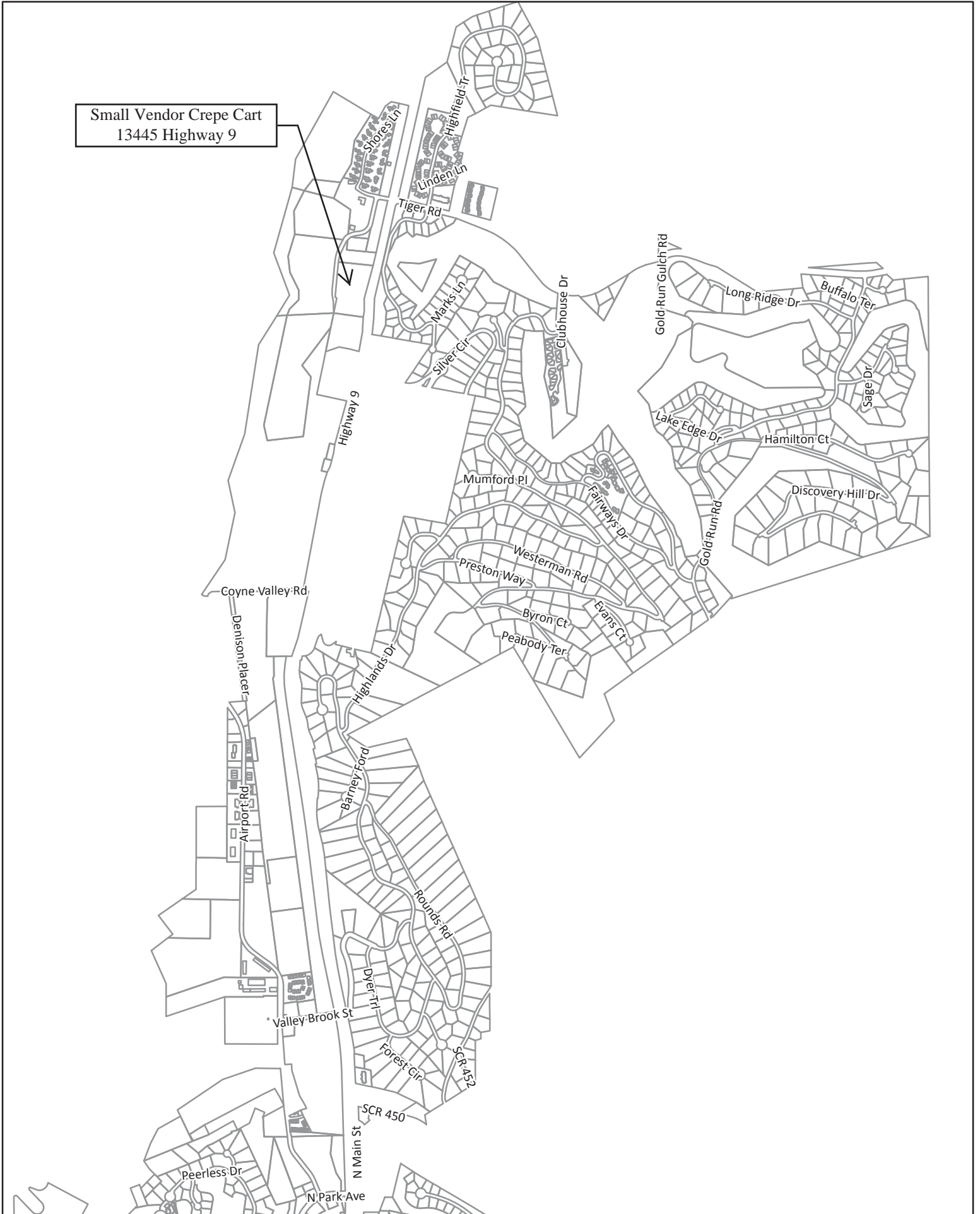
CLASS A APPLICATIONS:

1) McAdoo Corner Lot 5 Mixed Use (MM) PL-2016-0048; 209 South Ridge Street  
Construct a new mixed-use building consisting of a restaurant and apartment on Lot 5 of McAdoo Corner Subdivision. *Approved.*

TOWN PROJECT HEARINGS:

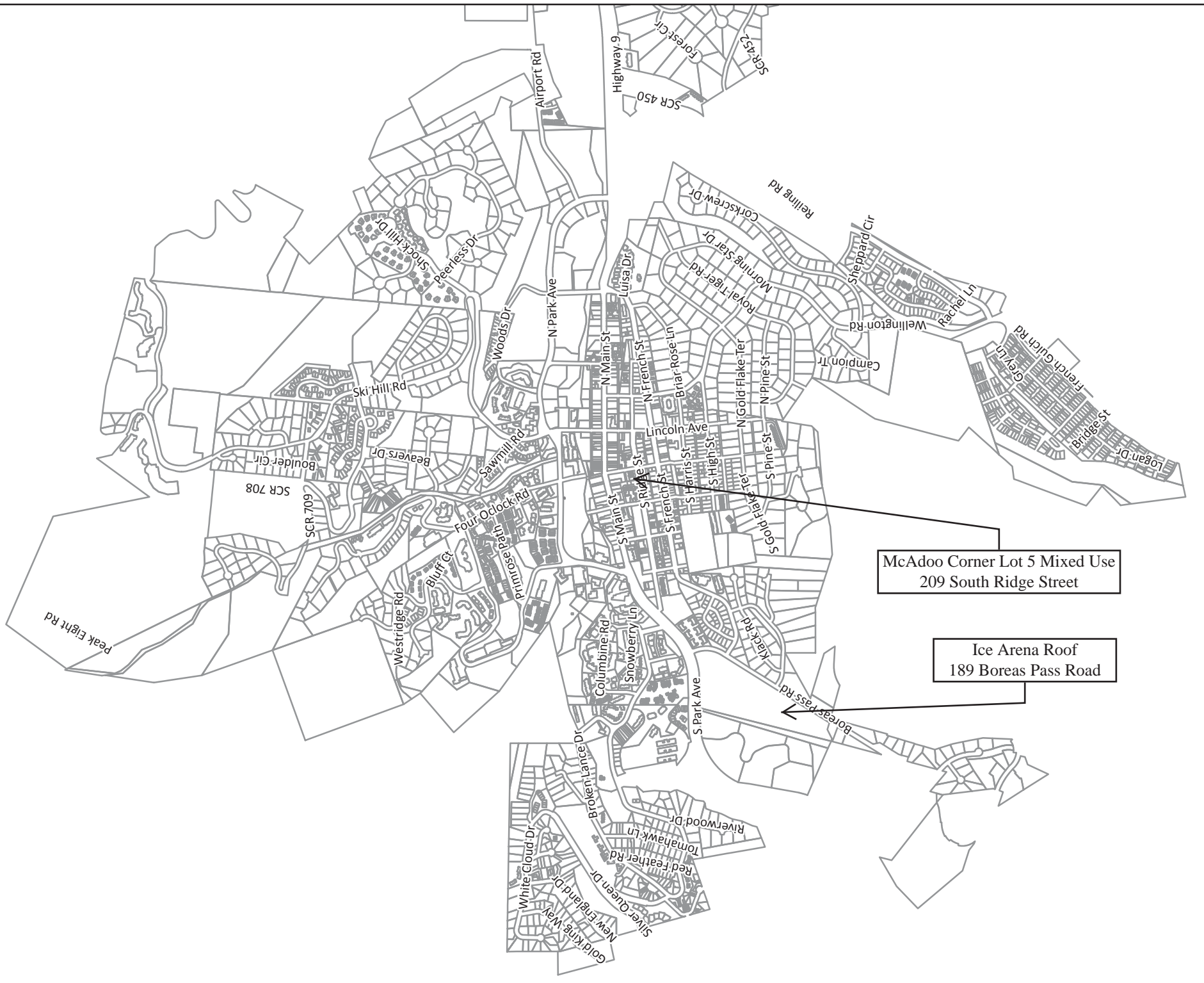
1) Ice Arena Roof (CK) PL-2016-0143; 189 Boreas Pass Road  
Construct a standing seam metal roof over the existing outdoor ice rink. The structure will sit on the existing footings and re-use the existing fabric shades to reduce glare along the sides of the rink. *Recommendation that the Town Council approve.*

Small Vendor Crepe Cart  
13445 Highway 9



printed 1/13/2016  
Town of Breckenridge and Summit County governments  
assume no responsibility for the accuracy of the data, and  
use of the product for any purpose is at user's sole risk.

# Breckenridge North



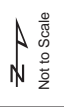
McAdoo Corner Lot 5 Mixed Use  
209 South Ridge Street

Ice Arena Roof  
189 Boreas Pass Road



printed 3/25/2016  
Town of Breckenridge and Summit County governments  
assume no responsibility for the accuracy of the data, and  
use of the product for any purpose is at user's sole risk.

# Breckenridge South



**PLANNING COMMISSION MEETING**

The meeting was called to order at 7:00 pm by Chair Schuman.

**ROLL CALL**

Gretchen Dudney                      Mike Giller                      Jim Lamb  
Christie Mathews-Leidal                      Ron Schuman  
Dave Pringle arrived at 7:02 pm  
Dan Schroder arrived at 7:02 pm

**APPROVAL OF MINUTES**

With no changes, the May 3, 2016, Planning Commission Minutes were approved as presented.

**APPROVAL OF AGENDA**

With no changes, the May 17, 2016, Planning Commission Agenda was approved as presented.

**CONSENT CALENDAR ITEMS:**

- 1) Small Vendor Crepe Cart (CL) PL-2016-0133, 13445 Highway 9

With no requests for call up, the Consent Calendar was approved as presented with the findings and conditions handed out at the meeting (condition number 19 was added concerning non-reflective materials).

**FINAL HEARINGS:**

- 1) McAdoo Corner Lot 5 Mixed Use (MM) PL-2016-0048, 209 South Ridge Street  
Mr. Mosher presented a proposal to construct a new, mixed-use building consisting of a restaurant and apartment on Lot 5 of McAdoo Corner Subdivision. The total allowed density is subject to the McAdoo Corner Master Plan.

Changes since the April 19, 2016, Planning Commission Meeting:

1. Added exterior guardrail (upper level residence) to elevations with detail on plans.
2. L-1: made existing trees the correct size & what actually exists. Moved aspen tree.
3. A-1: added required snow stack and 326 square feet of heated sidewalk.
4. Revised color board with white and old oily stain only.
5. Revised colored elevations.
6. Detail for the metal porch posts and metal entry truss.

The proposal has complied with all absolute policies of the Development Code. One negative (-1) point and one positive (+1) point have been suggested under policy 33/R related to the snow melted areas and obtaining an IECC report showing an energy savings of 10% to 19%. Staff showed a passing score of zero (0) points.

The applicant and agent have worked with Staff closely to bring this proposal into compliance with the Development Code and the Handbooks of Design Standards for the Historic and Conservation Districts. Key design issues were discussed and the changes addressed with this submittal. Staff had no specific questions for the Commission with this final review. Planning Staff recommended approval of the presented point analysis for the McAdoo Corner Lot 5 Mixed Use, PL-2016-0048, 209 South Ridge Street, showing a passing score of zero (0) points. Planning Staff also recommended approval of the McAdoo Corner Lot 5 Mixed Use, PL-2016-0048, with the presented findings and conditions.

Applicants will be purchasing 2.1 parking spaces in the Parking District. All trees/landscaping is being kept on site. Landscaping can be provided over entire master plan area.

*Commissioner Questions / Comments:*

- Mr. Schroder: The Points Table on page 25 says no positive or negative points? (Mr. Mosher: That should be corrected to positive one (+1) and negative one (-1). It is addressed correctly in the Staff report.)
- Ms. Leidal: I have listened to all minutes from last hearing, which I had to miss. I have concerns regarding the differentiation of new construction from old. I have some questions regarding the materials being used: vertical siding on primary structure; are we setting bad precedent? (Mr. Mosher: As a non-historic building, there are examples of corrugated metal on connectors (The Elk), metal siding on the primary facades on existing historic commercial buildings (The Theobald Building) and historic out buildings (the Brown Hotel Stable.) Policy for the South End Residential Historic District Character Area #3: “avoid elaborate details in woodwork” and this seems to go beyond. (Mr. Mosher: Handbook of Design Standards, New Construction, doesn’t necessarily need to have historic materials and detailing.) Also, there is some metal on west elevation. (Ms. Janet Sutterley, Architect for the Applicant: Only a small metal strip on lower portion a weathering base for the bay window area.) Also on the gables and on the deck. (Ms. Sutterley: Correction that deck no longer will have metal. Gable ends on west building would have metal; flat dull metal copper finish. Should be none on the east elevation. If objectionable we could replace.) This character area is simple wooden structures and she thinks there is too much metal. Concern about the materials and meeting Priority Policy 90 and 99 “Use materials that appear to be the same as those used historically”.
- Mr. Pringle: I also question about amount of metal. Four metal rods to make a post. This does not appear as wood. A single metal column would be more appropriate. Also metal tie rod and metal truss. We need compatible forms and materials.
- Ms. Dudney: The Handbook says “architecture that is compatible but distinguishable from historic for new construction”. The code talks about new buildings being able to be identified as new buildings. The metal detailing conveys a historic feeling that it is appropriate on a new structure and the mass, forms and other components are compatible with other structures on street. General standards for all new construction; nothing that prohibits it and the Character Area says painted wood and lap siding as primary. That is what is being used here. Whether they’ve used too much is a subjective determination.
- Mr. Lamb: I agree with Gretchen. Not a huge deviation and I like it.
- Mr. Giller: In terms of differentiation and compatibility, its massing is compatible and materials follow guidelines and vertical siding is working. What’s interesting is the copper and brown/white is little more “punchy”. The small amount of metal in gables helps pull height down but I’m concerned a bit with the color of the metal on the building. Like the metal posts. In general, this is very compatible.

Applicant presentation: Ms. Janet Sutterley, Architect for the Applicant: Mr. Theobald’s Main Street Shops include metal columns and detailing. The east portion of this building is commercial and west has commercial on bottom floor. Horizontal siding would have been too much everywhere. Portions of the elements added to the primary building form that protrude out call for a change of orientation, like an addition, thus vertical siding proposed. Simplifying materials that they want to use white color which is a change from what is in your packet. Want to keep corrugated metal on connector. Helps break up massing of building. We have brought a color rendering for you to see tonight.

Mr. Jeremy Fischer, Applicant: Look at base detail of column: Similar to historic wooden forms, the bottom two feet have raised panel detail that makes it look like wood column. We’re emulating some wood details in steel. Includes some newer materials that help differentiate from historic buildings.

Mr. Schuman opened the hearing for public comment.

Ms. Jan Radosevich, 213.5 South Ridge Street: Regarding the balcony facing southwest, no negative points for architectural compatibility? (Mr. Schuman asked that Mr. Mosher address this question.) (Mr. Mosher: In back of primary structure we allow upper level decks and have plenty of past precedent. Not a primary façade so we did not assign negative points.)

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

*Commissioner Final Questions / Comments:*

Mr. Schroder: I support differentiating old from new and support the project.

Ms. Leidal: Concern about precedent with amount of metal being used on a residential character area building. With vertical rough siding on primary façade and all over the side, believe it is too much and not appropriate and doesn't meet Priority Policy 90 and Design Standard 99.

Mr. Giller: I like the design; it's compatible to the district and has some differentiation. Concerns about some of metal color.

Mr. Lamb: I read metal as accent only on the elevations. No problem with vertical siding. There are lots of examples of metal in the Historic District. I like the building.

Mr. Pringle: I wonder if the amount of metal in 3 or 4 different elevations is too much. More ornate buildings than what would have been there. We're supposed to emulate historic buildings with some differentiation. This is too much variation. West elevation along the back; the size of windows are larger than we have allowed in the past I think too. Stacked triple double hung windows. Need to be more critical when these get reviewed. Primary building materials should be horizontal lap siding. Disagree with vertical siding interpretation. Need to be more careful about what Code says.

Ms. Dudney: Per the Historic Guidelines; this project complies with the guidelines for new construction. The types of materials and percentage used seem to be disagreement points. Not our place to design these details but to analyze if they follow the Code; sees emphasis on differentiating new from old and supports project. Bystander would not be confused by this project.

Mr. Schuman: Agrees with Ms. Leidal on Policies 90 and 99. A lot of issues are not clarified with this submittal or in the staff report. The metal, window sizes, details are all still to be determined. Feels project is not ready for presentation and was ill prepared. New information like colors, etc. came in late. This project feels too rushed.

Mr. Mosher reminded the Commission that a Point Analysis would have to pass and the Code dictated that a passing score or failing score determines the final decision. Point analysis vote must be unanimous. The Commission is always free to make a motion to change the point analysis before the final vote. If the change is supported by a majority vote, then that change must be approved unanimously by the Commission at the roll call vote.

Mr. Lamb made a motion to approve the point analysis for the McAdoo Corner Lot 5 Mixed Use, PL-2016-0048, 209 South Ridge Street, showing a passing point analysis of zero (0) points. (Point analysis is correct in staff report, not in spreadsheet and they are buying 2.1 parking spaces instead of 3.1.) Ms. Dudney seconded and the motion was carried (4-3).

(Commission discussion regarding changing the Point Analysis ensued.)

Mr. Lamb made a motion to rescind the point analysis vote and Ms. Dudney seconded. The motion was carried (6-1).

Mr. Pringle made a motion to change point analysis as it doesn't meet policy 24/A, The Social Community, specific to policies of the South End Residential Character Area, and the policy on second story windows. Ms. Leidal seconded. The motion failed (3-4).

Mr. Lamb made a motion to approve the point analysis for the McAdoo Corner Lot 5 Mixed Use, PL-2016-0048, 209 South Ridge Street, showing a passing point analysis of zero (0) points. (Point analysis is correct in staff report, not in spreadsheet and they are buying 2.1 parking spaces instead of 3.1.) Ms. Dudney seconded and the motion was carried unanimously (7-0).

Mr. Lamb made a motion to approve the McAdoo Corner Lot 5 Mixed Use, PL-2016-0048, 209 South Ridge Street, with the presented findings and conditions. Ms. Dudney seconded, and the motion was carried unanimously (7-0).

**TOWN PROJECT HEARINGS:**

1) Ice Arena Roof (CK) PL-2016-0143, 189 Boreas Pass Road

Mr. Kulick presented a proposal to construct a standing seam metal roof over the existing outdoor ice rink. Matches roof materials on main ice arena building front roof. The proposed structure will sit on the existing footings and re-use the existing fabric shades to reduce glare along the sides of the rink.

Staff recommended assigning negative one (-1) point under Policy 6/R, Building Height, and recommended positive three (+3) points under Policy 20/R, Recreation, for a passing point analysis of positive two (+2) points. The application was found to meet all Absolute policies. Substantial precedent for renovations and enhancements are eligible for additional recreational policies. Recreation Center had positive six (+6) points in 1990 and in 1996, with addition to the building, it received positive six (+6) points. Others include the skate park. Kingdom Park has been awarded positive thirty-four (+34) points for recreation over time for different recreational projects. Also private: the half pipe was awarded positive points twice on Ski Hill. Also, positive points for lifts, alpine slide, all on same parcel.

No site disturbance is proposed.

This is a Town Project pursuant to the ordinance amending the Town Projects Process (Council Bill No. 1, Series 2013). As a result, the Planning Commission was asked to identify any concerns with this project, and any code issues and make a recommendation to the Town Council.

Planning Staff recommended that the Planning Commission recommend approval of the Outdoor Ice Rink Roof located at 189 Boreas Pass Road, PL-2016-0143, with a passing point analysis of positive two (+2) points and the presented Findings.

The public hearing was opened and there were no public comments. Public hearing was closed.

*Commissioner Questions / Comments:*

Mr. Schroder: Unbroken rooflines only have one multiplier.

Mr. Lamb: I like the idea the roof can work with future full enclosing of the ice rink.

Ms. Dudney made a motion to recommend the Town Council approve the Ice Arena Roof, PL-2016-0143, 189 Boreas Pass Road, with a passing point analysis of positive two (+2) points and the presented findings. Mr. Lamb seconded and the motion was carried unanimously (7-0).

Ms. Dudney made a motion to approve the findings for the Ice Arena Roof, PL-2016-0143, 189 Boreas Pass Road. Mr. Lamb seconded, and the motion was carried unanimously (7-0).

**OTHER MATTERS:**

Ms. Puester: Regarding the Lance's West building discussed at last meeting, per Glen Morgan, Chief Building Official, cementitious siding is not required until about above 35 feet so it is not an issue with that



application as they move forward.

Ms. Dudney: Town Council Liason does not exist anymore. Council would like Chair of the Planning Commission to attend Council work sessions.

**ADJOURNMENT:**

The meeting was adjourned at 8:32pm.

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Ron Schuman, Chair

## MEMORANDUM

**To:** Mayor and Town Council  
**From:** Dennis McLaughlin, Chief of Police  
Helen Cospolich, Municipal Services Manager  
**Date:** May 17, 2016  
**Subject:** Changes to the Marijuana Ordinance

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The second reading of the ordinance amending the Town's Marijuana Licensing Ordinance is scheduled for the Council meeting on May 24<sup>th</sup>. There are no changes for second reading.

Staff will be present at the work session on Tuesday, May 24th to answer questions.

1 ***FOR WORKSESSION/SECOND READING – MAY 24***

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

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

7  
8 COUNCIL BILL NO. 14

9  
10 Series 2016

11  
12 AN ORDINANCE CONCERNING THE SUBMISSION OF NEW LICENSE APPLICATIONS  
13 UNDER CHAPTER 14 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE , KNOWN AS  
14 THE “TOWN OF BRECKENRIDGE 2013 MARIJUANA LICENSING ORDINANCE”

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

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

21  
22 D. ~~Until~~ **Commencing** July 1, 2016 the Local Licensing Authority shall not: (i)  
23 accept or process an application for a new medical marijuana business or retail  
24 marijuana establishment license under this Chapter, or (ii) approve and issue any  
25 new medical marijuana business or retail marijuana establishment license under  
26 this Chapter. However, ~~prior to July 1, 2016~~ the Local Licensing Authority may  
27 approve a transfer of ownership of an existing local license or a change of  
28 location of an existing licensed premises in accordance with the applicable codes,  
29 the applicable administrative regulations, and the applicable requirements of this  
30 Chapter. For the purpose of this Section, a “new medical marijuana or retail  
31 marijuana establishment license” means a local medical marijuana business or  
32 retail marijuana establishment license under this Chapter that was not issued by  
33 the Local Licensing Authority and in full force and effect prior to November 11,  
34 2014.

35  
36 Section 2. Except as specifically amended by this ordinance, the Breckenridge Town  
37 Code, and the various secondary codes adopted by reference therein, shall continue in full force  
38 and effect.

39  
40 Section 3. The Town Council finds, determines and declares that it has the power to  
41 adopt this ordinance pursuant to: (i) the Colorado Medical Marijuana Code, Article 43.3 of Title  
42 12, C.R.S.; (ii) Section 16 of Article XVIII to the Colorado Constitution; (iii) the Colorado Retail  
43 Marijuana Code, Article 43.4 of Title 12, C.R.S.; (iv) the applicable administrative regulations;  
44 (v) The Local Government Land Use Control Enabling Act, Part 1 of Article 20 of Title 29,  
45 C.R.S.; (vi) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (vii)

1 Section 31-15-103, C.R.S. (concerning municipal police powers); (viii) Section 31-15-401,  
2 C.R.S. (concerning municipal police powers); (ix) Section 31-15-501, C.R.S. (concerning  
3 municipal authority to regulate businesses); (x) the authority granted to home rule municipalities  
4 by Article XX of the Colorado Constitution; and (xi) the powers contained in the Breckenridge  
5 Town Charter.

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

11  
12 Section 5. This ordinance shall be published as provided by Section 5.9 of the  
13 Breckenridge Town Charter and shall become effective July 1, 2016.

14  
15 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
16 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2016. A Public Hearing shall be held at the  
17 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_\_ day of  
18 \_\_\_\_\_, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the  
19 Town.

20  
21 TOWN OF BRECKENRIDGE, a Colorado  
22 municipal corporation

23  
24  
25 By: \_\_\_\_\_  
26 Eric S. Mamula, Mayor

27  
28 ATTEST:

29  
30  
31 \_\_\_\_\_  
32 Helen Cospolich  
33 Town Clerk

**MEMO**

TO: Town Council  
FROM: Town Attorney  
RE: Council Bill No. 15 (Authorizing Conveyance to CDOT)  
DATE: May 16, 2016 (for May 24<sup>th</sup> meeting)

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The second reading of the ordinance authorizing the conveyance of the parcels to CDOT in connection with the Four O'clock Roundabout Project is scheduled for your meeting on May 24<sup>th</sup>. There are no changes proposed to ordinance from first reading.

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

1                   ***FOR WORKSESSION/SECOND READING – MAY 24***

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

4  
5                   COUNCIL BILL NO. 15

6  
7                   Series 2016

8  
9                   AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY  
10                   TO THE COLORADO DEPARTMENT OF TRANSPORTATION  
11                   (Four O'clock Road Roundabout Project)

12  
13                   WHEREAS, the Town has acquired certain real property in connection with the Four  
14 O'clock Road Roundabout street project; and

15  
16                   WHEREAS, the improvements to be constructed in connection with the Four O'clock  
17 Road Roundabout street project involve Colorado Highway 9, which is a public highway owned  
18 by the Department of Transportation, State of Colorado; and

19  
20                   WHEREAS, the real property that has been acquired by the Town in connection with the  
21 Four O'clock Road Roundabout project must be conveyed to the Department of Transportation,  
22 State of Colorado; and

23  
24                   WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that conveyance of  
25 the real property to the Department of Transportation, State of Colorado be authorized by  
26 ordinance.

27  
28                   NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
29 BRECKENRIDGE, COLORADO:

30  
31                   Section 1. The Town Manager and the Town Clerk are authorized, empowered, and  
32 directed to execute, acknowledge, and deliver to the Department of Transportation, State of  
33 Colorado a quit claim deed conveying the real property acquired by the Town in connection with  
34 the Four O'clock Road Roundabout street project, in substantially the form that is attached  
35 hereto as **Exhibit "A"**. The Town Manager is further authorized to execute, acknowledge, and  
36 deliver any other documents required in connection with the transfer of the real property  
37 described in the deed to the Department of Transportation. The execution, acknowledgement and  
38 delivery of quit claim deed and such other documents on behalf of the Town of Breckenridge is  
39 hereby expressly ratified, confirmed and approved in advance.

40  
41                   Section 2. The Town Council finds, determines, and declares that it has the power to  
42 adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX  
43 of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.  
44



**EXHIBIT "A"**

**QUITCLAIM DEED**

THIS DEED, made this \_\_\_ day of \_\_\_\_\_, 2016, between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose legal address is P.O. Box 168, Breckenridge, Colorado 80424, the "Grantor," and the DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, the "Grantee," whose legal address is 4201 E. Arkansas Avenue, Denver, CO 80222;

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee and Grantee's successors, and assigns, forever, all the right, title, interest, claim, and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying, and being in the Town of Breckenridge, County of Summit, and State of Colorado, described as follows:

See the attached Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", and Exhibit "H", all of which are incorporated into this deed by reference

also known by street and number as: vacant lands

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Rick G. Holman, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk



STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Rick G. Holman, as Town Manager, and Helen Cospolich, as Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-1A**  
**DATE: SEPTEMBER 18, 2013**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-1A of the Department of Transportation, State of Colorado, Project Code 17142, Project Number STA 0091-037, containing 4,503 square feet (0.103 acre), more or less, being a portion of Tract "F" of the Amended Plat of Four Seasons of Breckenridge Village Filing No. 2, a subdivision plat recorded February 23, 1972 as Reception No. 124904 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the Southerly Right of Way line of Washington Street which bears South 18°36'09" East a distance of 653.73 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 Park Avenue/SH9 Exchange and Project Number STA 009A-021, additionally the Northwest corner of said Tract "F" as was referenced as Point Number 214 in Project Number STA 0091-016, bears South 75°55'19" West a distance of 93.00 feet from said **POINT OF BEGINNING**;

1. THENCE South 16°05'44" East departing from said Southerly Right of Way line a distance of 15.00 feet;
2. THENCE South 57°15'53" West a distance of 33.00 feet;
3. THENCE South 42°06'54" West a distance of 44.14 feet to a Point of Curvature;
4. THENCE along the arc of a curve concave to the Southeast a distance of 93.91 feet, said curve has a Radius of 120.00 feet, a Delta of 44°50'17" and is subtended by a Chord bearing South 19°41'45" West a distance of 91.53 feet to a Point of Tangency;
5. THENCE South 02°43'23" East a distance of 20.00 feet;
6. THENCE South 00°19'37" West a distance of 18.64 feet to a Point of Curvature;
7. THENCE along the arc of a curve concave to the Northwest a distance of 3.86 feet, said curve has a Radius of 9.50 feet, a Delta of 23°17'51" and is subtended by a Chord bearing South 11°58'32" West a distance of 3.84 feet to the East Right of Way line of Park Avenue;
8. THENCE North 02°04'46" West along the East Right of Way line of Park Avenue a distance of 171.04 feet to the Northwest corner of said Tract "F";

9. THENCE North 75°55'19" East along the Southerly Right of Way line of Washington Street a distance of 93.00 feet to the **POINT OF BEGINNING**.  
The above-described parcel contains 4,503 square feet (0.103 acre), more or less.

Basis of Bearings: The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

For and on the behalf of the  
Colorado Department of Transportation  
Steven A. Lund, PLS 34995  
King Surveyors, Inc. (Job # 2012582)  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

## **EXHIBIT "B"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-1B**  
**DATE: SEPTEMBER 18, 2013**

### **PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-1B of the Department of Transportation, State of Colorado, Project Code 17142, Project Number STA 0091-037, containing 127 square feet (0.003 acre), more or less, being a portion of Tract "F" of the Amended Plat of Four Seasons of Breckenridge Village Filing No. 2, a subdivision plat recorded February 23, 1972 as Reception No. 124904 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the East Right of Way line of Park Avenue which bears South  $08^{\circ}09'19''$  East a distance of 893.68 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021, additionally the Northwest corner of said Tract "F" as was referenced as Point Number 214 in Project Number STA 0091-016, bears from said **POINT OF BEGINNING**, as measured along the East Right of Way line of Park Avenue and along the arc of a curve concave to the West a distance of 26.70 feet, said curve has a Radius of 1035.00 feet, a Delta of  $01^{\circ}28'40''$  and is subtended by a Chord bearing North  $01^{\circ}20'26''$  West a distance of 26.69 feet to a Point of Tangency and then North  $02^{\circ}04'46''$  West continuing along said East Right of Way line of Park Avenue a distance of 215.89 feet;

1. THENCE South  $04^{\circ}07'56''$  East a distance of 26.12 feet to a Point of Curvature;
2. THENCE along the arc of a curve concave to the West a distance of 11.08 feet, said curve has a Radius of 106.00 feet, a Delta of  $05^{\circ}59'26''$  and is subtended by a Chord bearing South  $01^{\circ}08'13''$  East a distance of 11.08 feet to the end point of said curve;
3. THENCE South  $02^{\circ}41'21''$  West a distance of 68.05 feet to the East Right of Way line of Park Avenue as per Colorado Department of Transportation Project Number STA 0091-016;
4. THENCE North  $00^{\circ}45'08''$  East along said East Right of Way line a distance of 80.60 feet to a Point of Curvature;
5. THENCE along the arc of a curve concave to the West a distance of 24.50 feet, said curve has a Radius of 1035.00 feet, a Delta of  $01^{\circ}21'23''$  and is subtended by a Chord bearing North  $00^{\circ}04'36''$  East a distance of 24.50 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 127 square feet (0.003 acre), more or less.

Basis of Bearings: The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

For and on the behalf of the  
Colorado Department of Transportation  
Steven A. Lund, PLS 34995  
King Surveyors, Inc. (Job # 2012582)  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

**EXHIBIT “C”**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-2**  
**DATE: FEBRUARY 25, 2016**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-2 of the Department of Transportation, State of Colorado, Project Code 17142, Project Number STA 0091-037, containing 1,301 square feet (0.030 acre), more or less, being a portion of Lot 40, Condominium Map for Blazing Saddles Center, a condominium map recorded January 3, 1978 as Reception No. 172132 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Lot 40, Condominium Map for Blazing Saddles Center which bears South 11°08'43" East a distance of 602.49 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021, **THENCE** North 75°55'19" East along the North Right of Way line of Washington Street a distance of 10.22 feet, **THENCE** North 02°04'41" West a distance of 72.82 feet to the **POINT OF BEGINNING**;

1. **THENCE** along the arc of a curve concave to the Northeast a distance of 40.11 feet, said curve has a Radius of 129.00 feet, a Delta of 17°48'53" and is subtended by a Chord bearing South 23°55'01" East a distance of 39.95 feet to a Point of Compound Curvature;
2. **THENCE** along the arc of a curve concave to the Northeast a distance of 29.00 feet, said curve has a Radius of 47.00 feet, a Delta of 35°21'11" and is subtended by a Chord bearing South 50°30'03" East a distance of 28.54 feet to the End Point of said curve;
3. **THENCE** South 89°04'45" East along a line non-tangent to the aforesaid curve a distance of 34.41 feet to the Northerly Right of Way line of Washington Street;
4. **THENCE** South 75°55'19" West along the Northerly Right of Way line of Washington Street a distance of 72.15 feet;
5. **THENCE** North 02°04'41" West a distance of 72.82 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 1,301 square feet (0.030 acre), more or less.

**Basis of Bearings:** The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the “U.S. Survey Foot.”

For and on the behalf of the  
Colorado Department of Transportation  
Steven A. Lund, PLS 34995  
King Surveyors (Job # 2012582)  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

**EXHIBIT "D"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-2A**  
**DATE: MARCH 24, 2016**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-2A of the Department of Transportation, State of Colorado, Project Code 17142, Project Number STA 0091-037, containing 1,485 square feet (0.034 acre), more or less, being a portion of Lot 40, Condominium Map for Blazing Saddles Center, a condominium map recorded January 3, 1978 as Reception No. 172132 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at the Southwest corner of said Lot 40, Condominium Map for Blazing Saddles Center which bears South 11°08'43" East a distance of 602.49 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021, additionally Point Number 212, as was referenced in Project Number STA 0091-016, bears North 02°04'41" West a distance of 309.60 feet from said **POINT OF BEGINNING**;

1. THENCE North 02°04'41" West along the East Right of Way line of Park Avenue a distance of 215.16 feet;
2. THENCE North 81°37'48" East a distance of 4.49 feet;
3. THENCE South 01°40'44" East a distance of 78.27 feet;
4. THENCE South 08°31'21" East a distance of 18.46 feet;
5. THENCE South 04°28'21" East a distance of 22.18 feet;
6. THENCE South 10°05'07" East a distance of 22.15 feet;
7. THENCE South 02°04'41" East a distance of 72.82 feet to the North Right of Way line of Washington Street;
8. THENCE South 75°55'19" West along the North Right of Way line of Washington Street a distance of 10.22 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 1,485 square feet (0.034 acre), more or less.



Basis of Bearings: The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

For and on the behalf of the  
Colorado Department of Transportation  
Steven A. Lund, PLS 34995  
King Surveyors (Job # 2012582)  
650 East Garden Drive  
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**EXHIBIT "E"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-4A**  
**DATE: SEPTEMBER 18, 2013**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-4A of the Department of Transportation, State of Colorado Project Code 17142, Project Number STA 0091-037, containing 1,497 square feet (0.034 acre), more or less, being a portion of Tract "I", Four Seasons of Breckenridge Village Filing No. 2, a subdivision plat recorded February 23, 1972 as Reception No. 124904 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the Northerly Right of Way line of the Four O' Clock Road, said point bears South 02°32'50" West a distance of 627.95 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021, additionally the Southeast corner of Tract "I" referenced as Point Number 231 in Project Number STA 0091-016, bears North 75°55'19" East a distance of 87.50 feet from said **POINT OF BEGINNING**;

1. THENCE North 14°04'41" West a distance of 2.50 feet;
2. THENCE North 58°05'34" West a distance of 11.35 feet to a Point of Curvature;
3. THENCE along the arc of a curve concave to the Southeast a distance of 8.20 feet, said curve has a Radius of 30.00 feet, a Delta of 15°39'48" and is subtended by a Chord bearing North 65°55'28" East a distance of 8.18 feet to the Point of Reverse Curvature;
4. THENCE along the arc of a curve concave to the Northwest a distance of 53.07 feet, said curve has a Radius of 109.00 feet, a Delta of 27°53'43" and is subtended by a Chord bearing North 59°48'31" East a distance of 52.55 feet to the Point of Compound Curvature;
5. THENCE along the arc of a curve concave to the Northwest a distance of 13.30 feet, said curve has a Radius of 39.00 feet, a Delta of 19°32'01" and is subtended by a Chord bearing North 36°05'39" East a distance of 13.23 feet to the Point of Tangency;
6. THENCE North 26°19'39" East a distance of 29.76 feet to the West Right of Way line of Park Avenue;
7. THENCE South 02°04'41" East along the West Right of Way line of Park Avenue a distance of 54.30 feet to the Northerly Right of Way line of the Four O' Clock Road;
8. THENCE South 75°55'19" West along the Northerly Right of Way line of the Four O' Clock Road a distance of 87.50 feet to a point of curvature and the **POINT OF BEGINNING**.

The above-described parcel contains 1,497 square feet (0.034 acre), more or less.

Basis of Bearings: The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

For and on the behalf of the  
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Steven A. Lund, PLS 34995  
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**EXHIBIT "F"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-5**  
**DATE: SEPTEMBER 18, 2013**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-5 of the Department of Transportation, State of Colorado Project Code 17142, Project Number STA 0091-037, containing 92 square feet (0.002 acre), more or less, being a portion of Lot 35, Condominium Map for Park Place Condominium, a condominium map recorded June 2, 1980 as Reception No. 209127 of the Records of Summit County, State of Colorado, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the Southerly Right of Way line of the Four O'Clock Road, said point bears South 02°41'14" East a distance of 664.79 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021 from said **POINT OF BEGINNING**;

1. **THENCE** North 75°55'19" East along the Southerly Right of Way line of said Four O'Clock Road a distance of 18.28 feet to the West Right of Way line of Park Avenue;
2. **THENCE** South 02°04'46" East along the West Right of Way line of Park Avenue a distance of 11.73 feet to the beginning point of a curve non-tangent to this course;
3. **THENCE** along the arc of a curve concave to the Southwest a distance of 11.24 feet, said curve has a Radius of 39.00 feet, a Delta of 16°30'38" and is subtended by a Chord bearing North 63°11'52" West a distance of 11.20 feet to a Point of Compound Curvature;
4. **THENCE** along the arc of a curve concave to the Southwest a distance of 8.46 feet, said curve has a Radius of 74.00 feet, a Delta of 06°33'11" and is subtended by a Chord bearing North 74°43'47" West a distance of 8.46 feet to the End Point of said curve on the Southerly Right of Way line of Four O'Clock Road and to the **POINT OF BEGINNING**.

The above-described parcel contains 92 square feet (0.002 acre), more or less.

**Basis of Bearings:** The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

Lineal Unit Definition: The lineal dimensions as contained herein are based upon the “U.S. Survey Foot.”

For and on the behalf of the  
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650 East Garden Drive  
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**EXHIBIT "G"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-7**  
**DATE: SEPTEMBER 18, 2013**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-7 of the Department of Transportation, State of Colorado Project Code 17142, Project Number STA 0091-037, containing 3,598 square feet (0.083 acre), more or less, being a portion of the Four O' Clock Road, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the Northerly Right of Way line of the Four O' Clock Road, said point bears South 02°32'50" West a distance of 627.95 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 and Project Number STA 009A-021, additionally the Southeast corner of Tract "I" referenced as Point Number 231 in Project Number STA 0091-016, bears North 75°55'19" East a distance of 87.50 feet from said **POINT OF BEGINNING**;

1. THENCE North 75°55'19" East along the Northerly Right of Way line of the Four O' Clock Road a distance of 77.28 feet to the West Right of Way line of Park Avenue;
2. THENCE South 02°04'46" East along the West Right of Way line of Park Avenue a distance of 51.12 feet to the Southerly Right of Way line of the Four O' Clock Road;
3. THENCE South 75°55'19" West along the Southerly Right of Way line of the Four O' Clock Road a distance of 66.65 feet;
4. THENCE North 14°04'41" West a distance of 50.00 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 3,598 square feet (0.083 acre), more or less.

**Basis of Bearings:** The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.

**Lineal Unit Definition:** The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

For and on the behalf of the  
Colorado Department of Transportation  
Steven A. Lund, PLS 34995  
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**EXHIBIT "H"**

**PROJECT CODE: 17142**  
**PROJECT NUMBER: STA 0091-037**  
**PARCEL NUMBER: RW-8**  
**DATE: SEPTEMBER 18, 2013**

**PROPERTY DESCRIPTION**

A tract or parcel of land No. RW-8 of the Department of Transportation, State of Colorado Project Code 17142, Project Number STA 0091-037, containing 3,873 square feet (0.030 acre), more or less, being a portion of Washington Street, situate in the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Six South (T.6S.), Range Seventy-seven West (R.77W.), Sixth Principal Meridian (6th P.M.), Town of Breckenridge, County of Summit, State of Colorado, and being more particularly described as follows:

**BEGINNING** at a point on the Southerly Right of Way line of Washington Street which bears South 18°36'09" East a distance of 653.73 feet from Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as referenced in Project Number STA 0091-016 Park Avenue/SH9 Exchange and Project Number STA 009A-021, additionally the Northwest corner of said Tract "F" as was referenced as Point Number 214 in Project Number STA 0091-016, bears South 75°55'19" West a distance of 93.00 feet from said **POINT OF BEGINNING**;

1. THENCE South 75°55'19" West along the Southerly Right of Way line of Washington Street a distance of 82.78 feet to the East Right of Way line of Park Avenue;
2. THENCE North 02°04'41" West along the East Right of Way line of Park Avenue a distance of 51.12 feet to the Northerly Right of Way line of Washington Street;
3. THENCE North 75°55'19" East along the Northerly Right of Way line of Washington Street a distance of 72.15 feet;
4. THENCE South 14°04'41" East a distance of 50.00 feet to the Southerly Right of Way line of Washington Street and to the **POINT OF BEGINNING**.

The above-described parcel contains 3,873 square feet (0.030 acre), more or less.

Basis of Bearings: The basis of bearings for project reference is the line between the NGS Ferris (PID AH5680) as monumented by a 3-1/4" Brass Cap in concrete, stamped NGS Ferris 1998 and Colorado Department of Transportation Survey Control Point SH9 CM-MP 86.82 as monumented by a 3-1/4" Aluminum Cap in concrete, stamped CDOT 82, as bearing South 34°47'59" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1877.15 feet, with all other bearings contained herein relative thereto.



Lineal Unit Definition: The lineal dimensions as contained herein are based upon the “U.S. Survey Foot.”

For and on the behalf of the  
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**MEMORANDUM**

**TO:** Town Council  
**FROM:** Kevin Zygulski, Manager of Recreation Facility Operations  
Scott Reid, Director of Recreation  
**DATE:** May 17, 2016  
**SUBJECT:** Summit County Youth Hockey Lease Agreement

---

Attached, please find a revised lease agreement for Summit County Youth Hockey (S.C.Y.H.) and an executive summary of the agreement outlining the terms of the lease.

As discussed at the May 10<sup>th</sup> Town Council meeting, S.C.Y.H. seeks to lease the North Multipurpose Room at the Stephen C. West Ice Arena to provide a standardized location to offer dryland training for its youth participants.

The terms outlined in the lease have been revised to reflect the direction from Town Council from the May 10<sup>th</sup> discussion. Because this is proposed as a multiyear lease, it is being presented as a Town ordinance for first reading.

We look forward to answering any questions you have on Tuesday.

1                                   ***FOR WORKSESSION/FIRST READING – MAY26***

2  
3                                   COUNCIL BILL NO. \_\_\_\_

4  
5                                   Series 2016

6  
7                                   AN ORDINANCE APPROVING A LEASE WITH  
8                                   SUMMIT YOUTH HOCKEY ASSOCIATION  
9

10                   WHEREAS, the Town is willing to lease a portion of the Stephen C. West Ice Area to  
11 Summit Youth Hockey Association; and  
12

13                   WHEREAS, a proposed Lease for the property has been prepared and reviewed by the  
14 Town Council; and  
15

16                   WHEREAS, Section 15.4 of the BreckenridgeTownCharter provides:  
17

18                   The council may lease, for such time as council shall determine, any real or  
19 personal property to or from any person, firm, corporation, public and private,  
20 governmental or otherwise.  
21

22 and;  
23

24                   WHEREAS, Section 1-11-4 of the BreckenridgeTownCode requires that any real estate  
25 lease entered into by the Town which exceeds one year in length must be approved by ordinance.  
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
28 BRECKENRIDGE, COLORADO:  
29

30                   Section 1. The Lease between the Town and Summit Youth Hockey Association (**Exhibit**  
31 **“A”** hereto) for that portion of the Stephen C. West Ice Area described in the Lease is approved;  
32 and the Town Manager is authorized, empowered, and directed to execute such Lease for and on  
33 behalf of the Town of Breckenridge.  
34

35                   Section 2. The Town Council hereby finds, determines, and declares that it has the  
36 power to adopt this ordinance pursuant to: (i) Section 1-11-4 of the BreckenridgeTownCode; (ii)  
37 the authority granted to home rule municipalities by Article XX of the Colorado Constitution;  
38 and (iii) the powers contained in the BreckenridgeTownCharter.  
39

40                   Section 3. This ordinance shall be published and become effective as provided by  
41 Section 5.9 of the BreckenridgeTownCharter.  
42

43                   INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED  
44 PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_, 2016. 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 \_\_\_\_\_, 2016, at 7:30 P.M., or as soon thereafter as possible in the  
2 Municipal Building of the Town.

3  
4 TOWN OF BRECKENRIDGE, a Colorado  
5 municipal corporation  
6

7  
8  
9 By: \_\_\_\_\_  
10 Eric S. Mamula, Mayor

11  
12 ATTEST:  
13

14  
15  
16 \_\_\_\_\_  
17 Helen Cospolich  
18 Town Clerk  
19

## EXECUTIVE SUMMARY OF PROPOSED LEASE

1. Tenant: S.C.Y.H, Inc. a Colorado limited liability company (§ *Introduction*).
2. Description of Leased Property: The “North Multipurpose Room” of the Stephen C. West Ice Arena located at 0189 Boreas Pass Road, Breckenridge (§*1.1*).
3. Use of Leased Property: To provide dryland training, classroom instruction, and meeting space for its membership for the purpose of advancing hockey skill among its members (§*1.2*).
4. Lease Term: 5 years (June 15, 2016 through June, 14 2021) (§*1.3*). An early Termination clause allows for opt out after two years (§*1.4*).
5. Rent: Varies between \$2,500 and \$5,000 per year for length of lease (§*2.1*).
6. Security Deposit: TBD (§*2.4*).
7. Utilities: Town will pay for electric, gas, and water utility services used or consumed by Tenant at the Leased Premises. Tenant will pay for telephone, cable television, internet service, and any other utility services used or consumed by Tenant at the Leased Premises (§*4.1*).
8. Taxes: Tenant pays all taxes assessed arising out of its occupancy of the Leased Premises (§*5.3*).
9. Maintenance: Landlord will provide all required maintenance of the Leased Premises, subject to subsection §*6.1(b)* (§*6.1(a)*).
10. Signage: Town has discretionary right to review and approve all signs on Leased Property. Tenant must also get any required sign permits (§*6.4*).
11. Compliance With Laws: Tenant will at its cost comply with all laws, ordinances, orders, and regulations of all governmental authorities with respect to the use of the Leased Premises and the operation of its business at the Leased Premises (§*6.6*).
12. Alterations (Improvements to Leased Property): Tenant will not make any change, improvement, or addition to, or alteration of the Leased Premises without Landlord’s prior written consent. Any change, improvements, addition, or alteration to the Leased Premises will become the property of the Landlord and will be considered as part of the Leased Premises (§*7.1*).
13. Insurance: Tenant provides standard insurance coverages (*see Article 8*).
14. Indemnification: Tenant provides standard indemnity (*see Article 9*).

15. Complaint Resolution Procedure: Any default by landlord or tenant is addressed in *Article 10*.
16. Landlord Rules: Tenant will abide by Landlord's rules for the use of the Leased Premises (*see Article 12*).

1 ***DRAFT May 17, 2016 DRAFT***

2  
3 ICE ARENA LEASE

4  
5 THIS ICE ARENA CENTER LEASE (“**Lease**”) is dated \_\_\_\_\_,  
6 2016 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation  
7 (“**Landlord**”) and S.C.Y.H., INC., a Colorado nonprofit corporation (“**Tenant**”).  
8

9 **ARTICLE 1**

10 **BASIC LEASE PROVISIONS**

11 1.1 Leased Premises. For the term and upon the conditions of this Lease, Landlord  
12 leases to Tenant, and Tenant leases from Landlord, the “North Multipurpose Room” of the  
13 Stephen C. West Ice Arena (“**Ice Arena**”) located at 0189 Boreas Pass Road, Breckenridge,  
14 Colorado (“**Leased Premises**”). The Leased Premises consist of approximately 660 square feet.  
15 The Leased Premises do not include the use of the kitchen facilities or meeting room that are  
16 adjacent to the Leased Premises.

17 1.2 Use Of Leased Premises. Tenant will use the Leased Premises only to provide  
18 dryland training, classroom instruction, and meeting space for its membership for the purpose of  
19 advancing hockey skill among its members. The Leased Premises will be under qualified adult  
20 supervision at all times. Tenant’s use of the Leased Premises is further subject to the  
21 requirements and limitations of Section 5.1 of this Lease. Tenant will not use the Leased  
22 Premises for any other purpose without Landlord’s prior written consent.

23 1.3 Term. The term of this Lease (“**Term**”) begins at 12:01 A.M. on June 15, 2016  
24 and ends, unless sooner terminated as provided in this Lease, at 11:59 P.M. on June 14, 2021.  
25 Each lease year (“**Lease Year**”) commences on June 15<sup>th</sup> and ends on the following June 14<sup>th</sup>.

26 1.4 Early Termination. Notwithstanding Section 1.3 of this Lease, either party may  
27 lawfully terminate this Lease, without being liable for breach, by giving the other party written  
28 notice of termination at the conclusion of the second year lease and prior to July 15, 2018. Such  
29 notice of termination shall specify the date of the termination of this Lease, which date shall be  
30 no sooner than 6 months from the date of the notice.

31 1.5 No Landlord Obligations at the End of the Term. Landlord is under no obligation  
32 to extend this Lease, or to re-lease the Leased Premises to Tenant, at the end of the Term of this  
33 Lease.

34 1.6 Surrender of Leased Premises.

35 (a) Upon the expiration or earlier termination of this Lease Tenant will  
36 surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear  
37 and tear excepted. Not later than the last day of the Term, Tenant will remove its personal

1 property and trade fixtures from the Leased Premises. The cost of the such removal will be borne  
2 by Tenant, and Tenant will repair all injury or damage done to the Leased Premises in  
3 connection with the installation or removal of Tenant's personal property and trade fixtures. All  
4 of Tenant's fixtures and trade fixtures which are so attached to the Leased Premises that they  
5 cannot be removed without material injury to the Leased Premises will, at Landlord's option,  
6 become the property of Landlord upon installation and will remain with the Leased Premises  
7 upon surrender.

8 (b) Landlord may retain or dispose of any personal property, fixtures  
9 (including trade fixtures), alterations or improvements left remaining upon the Leased Premises  
10 by Tenant upon the expiration or earlier termination of this Lease, and Landlord is not  
11 accountable to Tenant for any damages for the loss or destruction of such items, or for any part  
12 of the proceeds of sale, if any, realized by Landlord. Tenant waives all claims against Landlord  
13 for any damages resulting from Landlord's retention or disposition of such personal property,  
14 fixtures (including trade fixtures), alterations or improvements. Tenant is liable to Landlord for  
15 Landlord's costs for storing, removing and disposing of any such personal property, fixtures  
16 (including trade fixtures) or alterations.

17 1.7 Holdover. If Tenant continues to hold possession of the Leased Premises after the  
18 natural expiration of the Term of this Lease, then such holding over is not a renewal of the Lease  
19 for the whole term, but Tenant will be a tenant from month to month only under the same terms  
20 and conditions as are provided in this Lease; EXCEPT Landlord may, at Landlord's option,  
21 establish a new monthly rent for any holdover period upon ten days' prior written notice to  
22 Tenant.

23 1.8 Landlord's Governmental Powers. Tenant acknowledges that Landlord has, and  
24 will continue to have, those governmental rights, powers, and authority provided by applicable  
25 law, including, without limitation, the Breckenridge Town Charter and the ordinances, rules and  
26 regulations of the Town of Breckenridge. Tenant also acknowledges this Lease does not limit or  
27 restrict the Landlord's rights, powers, and authority over the Leased Premises when Landlord is  
28 acting in its governmental capacity as a home-rule municipality under Colorado law.

29 1.9 "Will" Is Mandatory. Whenever it is provided in this Lease that a party "will"  
30 take some action or refrain from taking such action, such term indicates a mandatory obligation  
31 by such party either to take or to refrain from taking action, whichever is applicable in the  
32 context of the provision.

## 33 **ARTICLE 2**

### 34 **RENT AND SECURITY**

35 2.1 Rent. Tenant's annual rent for the Leased Premises will be as follows;

36 (a) First Lease Year (June 15, 2016 – June 14, 2017) = \$2,500

37 (b) Second Lease Year (June 15, 2017 – June 14, 2018) = \$3,500



1 (c) Third Lease Year (June 15, 2018 – June 14, 2019) = \$4,000

2 (d) Fourth Lease Year (June 15, 2019 – June 14, 2020) = \$4,000

3 (e) Fifth Lease Year (June 15, 2020 – June 14, 2021) = \$5,000

4 2.2 The annual rent is due and payable to Landlord without demand on the first day of  
5 each Lease Year, commencing June 15, 2016. If early termination notice is provided per Section  
6 1.4, rent will be prorated based on the time in which the Tenant occupies the facility.

7 2.3 Late Charge. A late charge of five percent (5%) will be paid on any installment of  
8 rent not received by Landlord within 5 days of the due date.

9  
10 2.4 Place And Manner Of Payments. All sums payable to Landlord under this Lease  
11 will be made to:

12 Town of Breckenridge  
13 Clerk & Finance Division  
14 Attn: Accounts Receivable  
15 P. O. Box 168  
16 Breckenridge, CO 80424  
17

18 or at such other place as the Town Manager may designate by written notice provided to Tenant  
19 in accordance with Section 14.2 of this Lease. All sums will be made in legal tender of the  
20 United States. Any check given to the Landlord will be received subject to collection, and Tenant  
21 agrees to pay any charges, fees or costs incurred by the Landlord for the collection, including  
22 reasonable attorney's fees.

23  
24 2.5 Landlord's Lien and Security Interest. Landlord has a first security interest and a  
25 lien for all sums of money becoming due from Tenant upon all goods, wares, equipment,  
26 fixtures, furniture, inventory, and other personal property of Tenant located within or upon the  
27 Leased Premises, and such property may not be removed from the Leased Premises without the  
28 express written consent of Landlord until all sums of money then due to Landlord under this  
29 Lease have been paid. In the event of Tenant's default under this Lease Landlord may foreclose  
30 the security interest and lien in the manner provided by law. Tenant understands that Landlord  
31 may file a financing statement (and necessary extensions, renewals or replacements thereof  
32 throughout the Term of this Lease) in a form legally sufficient to perfect the security interest in  
33 the lien granted to Landlord pursuant to this Section.

### 34 35 **ARTICLE 3**

#### 36 **LANDLORD'S DISCLAIMER AND EXCULPATORY PROVISIONS**

37 3.1 "As Is" Condition of Leased Premises. Tenant acknowledges that it had adequate  
38 and fair opportunity to inspect the Leased Premises prior to taking possession. The Leased

1 Premises are leased by Landlord and accepted by Tenant in “AS IS” condition. Tenant’s act of  
2 taking possession of the Leased Premises is conclusive evidence that Tenant accepts the Leased  
3 Premises in then “AS IS” condition, and that the Leased Premises were in satisfactory condition  
4 at the time of commencement of Tenant’s possession.

5 3.2 Landlord’s Non-liability. As a material part of the consideration to Landlord for  
6 this Lease, Tenant assumes all risk of damage to property or injury to persons in or upon the  
7 Leased Premises from any cause other than Landlord’s gross negligence or intentional wrongful  
8 act, and Tenant hereby waives all claims in respect thereof against Landlord.

9 **ARTICLE 4**

10 **UTILITIES**

11  
12 4.1 Utilities. Landlord will pay for electric, gas, and water utility services used or  
13 consumed by Tenant at the Leased Premises. Tenant will pay for telephone, cable television,  
14 internet service, and any other utility services used or consumed by Tenant at the Leased  
15 Premises.

16 **ARTICLE 5**

17 **TENANT’S AFFIRMATIVE OBLIGATIONS**

18 5.1 Rules For Tenant’s Use of the Leased Premises. As a material part of this Lease,  
19 Tenant covenants and agrees with Landlord as follows:

20 (a) Tenant will generally provide dryland training at the Leased Premises in  
21 accordance with its proposal for the use of the Leased Premises to the extent such proposal is not  
22 inconsistent with this Lease. In the case of a conflict between this Lease and the Tenant’s  
23 proposal, the provisions of this Lease will control.

24 (b) Unless otherwise agreed in writing by Landlord and Tenant, Tenant will  
25 use the Leased Premises only during the normal hours of operation of the Ice Arena. Subject to  
26 the preceding sentence, it is anticipated that the Tenant will be permitted to use the Leased  
27 Premises in accordance with the following schedule:

28	Monday	-	7:00 am to 8:00 pm
29	Tuesday	-	7:00 am to 8:00 pm
30	Wednesday	-	7:00 am to 8:00 pm
31	Thursday	-	7:00 am to 8:00 pm
32	Friday	-	7:00 am to 8:00 pm
33	Saturday	-	7:00 am to 8:00 pm
34	Sunday	-	7:00 am to 8:00 pm

35  
36 This schedule may be adjusted from time to time by mutual agreement of the Landlord’s  
37 Facility Operations Manager and the Tenant based upon the Tenant’s needs and requirements.

1 (c) Notwithstanding the schedule of use set forth in subsection (b), Tenant is  
2 not permitted to use the Leased Premises during Landlord's semi-annual closure of the Ice  
3 Arena. Landlord will give Tenant not less than 30 days' prior notification of any planned closure  
4 of the Ice Arena. No planned closure of the Ice Arena will exceed 30 days of continuous duration  
5 except in the case of a bona fide emergency.

6 (d) Tenant will provide all equipment and supplies needed for the use at the  
7 Leased Premises.

8 (e) Tenant will provide trained and certified coaches, staff, and aides to assist  
9 and supervise its members in the member's use of the Leased Premises.

10 (f) Tenant will provide all hiring, training and supervision to its staff.

11 (g) Tenant will provide all required training and training plans for Tenant's  
12 members.

13 (h) Tenant will provide to Landlord's Ice Arena staff, on a daily basis, the  
14 names and use times of all users.

15 (i) Tenant will cooperate with the Landlord's staff and agents in connection  
16 with the preparation of any audits that may be required with respect to Tenant's performance  
17 under this Lease.

18 (j) Tenant will provide necessary documentation, payment of fees, and  
19 scheduling of inspections necessary to comply with policies and procedures.

20 (k) Tenant is not entitled to use any secured area on the Ice Arena or any other  
21 space that is not normally accessible to public users of the Ice Arena.

22 5.2 Required License. Throughout the Term of this Lease Tenant will obtain and  
23 maintain in full force and effect a Town of Breckenridge Business and Occupational License Tax  
24 ("BOLT") license.

25 5.3 Taxes.

26 (a) Taxes Defined. As used in this Lease, the term "**Taxes**" means all personal  
27 property and real property taxes levied, assessed, or imposed arising out of Tenant's occupancy  
28 and use of the Leased Premises pursuant to this Lease.

29 (b) Possessory Interests. Pursuant to Section 39-3-105, C.R.S., all real or  
30 personal property owned by Landlord is exempt from taxation. However, the parties  
31 acknowledge that Tenant's occupancy and use of the Leased Premises pursuant to this Lease  
32 may be deemed to be a taxable possessory interest pursuant to Section 39-1-103(17)(a), C.R.S.

1 (c) Tenant To Pay Taxes. All Taxes that are lawfully assessed will be paid by  
2 Tenant in a timely manner, and Tenant will indemnify and hold Landlord harmless from such  
3 Taxes. Prior to the last day for payment of such Taxes without penalty or interest, Tenant will  
4 provide to Landlord a photostatic copy of the receipt(s) or cancelled check(s) showing payment  
5 of the Taxes. Tenant may pay any Taxes in installments if permitted by law.

6 (d) Tenant's Right to Contest Taxes. If Tenant is liable for the payment of  
7 any Taxes the Tenant has the right, at its sole expense, to contest the Taxes by the  
8 commencement and prosecution, in good faith and with due diligence, of appropriate legal  
9 proceedings; provided that Tenant makes timely payment of such Taxes if Tenant loses the  
10 contest. Tenant will advise Landlord prior to instituting any such contest and will as a condition  
11 of exercising such right provide Landlord such reasonable assurance as it may request that such  
12 contest will be in compliance with the provisions of this Section. Landlord, at Tenant's sole cost  
13 and expense, will reasonably cooperate with Tenant in any such contest, may join in the contest,  
14 and will execute and deliver such documents and instruments as may be necessary or appropriate  
15 for prosecuting an effective contest.

## 16 ARTICLE 6

### 17 MAINTENANCE AND CLEANING OF LEASED PREMISES

#### 18 6.1 Maintenance of the Leased Premises and Related Obligations.

19 (a) Landlord Maintenance Duties. Landlord will provide all required  
20 maintenance of the Leased Premises, subject to subsection (b) of this Section.

21 (b) Tenant to Reimburse Landlord For Repairs; When. Notwithstanding  
22 anything contained in this Lease to the contrary, Tenant will reimburse Landlord for any  
23 maintenance, repair, and upkeep to the Ice Arena or the Leased Premises that Landlord is  
24 required to make that is caused by the negligence, misuse, or willful act of the Tenant, its  
25 members, or its employees, staff, or invitees.

26 6.2 Janitorial Services. Tenant will keep the Leased Premises in a clean and sanitary  
27 condition at all times, and will arrange for and pay the cost of all required janitorial and trash  
28 removal services required for the Leased Premises. All contracts for required janitorial services  
29 for the Leased Premises will be placed solely in Tenant's name.

30 6.3 Security. Tenant will provide at its cost all security required to protect the health,  
31 welfare, and safety of the users of the Leased Premises.

32 6.4 Signs. Tenant may paint or affix any signs upon the Leased Premises as Tenant  
33 will determine; provided, that prior to painting or affixing a sign the Tenant will obtain all  
34 necessary sign permit(s) from Landlord, acting in its governmental capacity. Tenant will  
35 maintain all signs located upon the Leased Premises in good, clean, and attractive condition.  
36 Tenant will remove all signs placed by Tenant upon the Leased Premises at the expiration or  
37 earlier termination of the of this Lease, and Tenant will repair any damage or injury to the  
38

1 Leased Premises caused thereby. If not so removed by Tenant, the Landlord may remove such  
2 sign(s) at Tenant's expense.

3 6.5 Inspection And Entry. Landlord and Landlord's authorized representatives may  
4 enter the Leased Premises at all times during reasonable hours for the purposes of inspecting the  
5 Leased Premises and taking other lawful action. Landlord may go upon the Leased Premises at  
6 all times and:

7 (a) make any necessary repairs to the Leased Premises and perform any work  
8 which may be necessary to comply with this Lease or with any laws, ordinances, rules or  
9 regulations of any public authority or that the Landlord may deem necessary to prevent waste or  
10 deterioration of the Leased Premises;

11 (b) post any notice provided for by law, or

12 (c) otherwise to protect any and all rights of Landlord

13 without any liability to Tenant for damages or any abatement of rent. Nothing in this Section  
14 implies any duty on the part of the Landlord to do any work which under any provision of this  
15 Lease the Tenant is required to do, nor will it constitute a waiver of Tenant's default in failing to  
16 do the same. No reasonable exercise by the Landlord of any rights herein reserved will entitle the  
17 Tenant to any damage or compensation of any kind from Landlord for any injury, loss, damage  
18 or inconvenience occasioned thereby, nor to any abatement of rent.

19  
20 6.6 Compliance With Laws. A judgment of any court of competent jurisdiction or the  
21 admission of Tenant in any action or proceeding, whether Landlord is a party thereto or not, that  
22 Tenant has violated any law, ordinance, requirement or order in the use of the Leased Premises,  
23 will be conclusive of the fact as between Landlord and Tenant.

24 **ARTICLE 7**

25 **TENANT'S NEGATIVE OBLIGATIONS**

26 7.1 Alterations. Tenant will not make any change, improvement, or addition to, or  
27 alteration of the Leased Premises without Landlord's prior written consent. Any change,  
28 improvements, addition, or alteration to the Leased Premises will become the property of the  
29 Landlord; will be considered as part of the Leased Premises; and may not be removed from the  
30 Leased Premises by Tenant upon the expiration or earlier termination of this Lease.

31 7.2 Assignment And Subletting. Tenant will not assign, sublet, license, or allow any  
32 other person or entity to occupy or use any or all of the Leased Premises without first obtaining  
33 Landlord's prior written consent. Any assignment, sublease, or license made by Tenant without  
34 Landlord's prior written consent is voidable and, at Landlord's election, constitutes a default  
35 under this Lease. No consent by Landlord to any of the above acts will constitute a further  
36 waiver of the provisions of this Section. If Landlord chooses to consent to an assignment,  
37 sublease, or license Tenant may be required, as a condition of granting consent, to pay

1 Landlord's reasonable costs incurred in considering the proposed action including, without  
2 limitation, legal fees and credit checks.

3 7.3 Assignment By Operation of Law. Neither this Lease nor any interest herein is  
4 assignable or transferable by operation of law, and if any proceeding under the Bankruptcy Code,  
5 is commenced by or against Tenant, or if Tenant is adjudged insolvent, makes any assignment  
6 for the benefit of creditors, or if a post-judgment writ of attachment or execution is levied on the  
7 leasehold estate created by this Lease and not released or satisfied within 30 days, or if a receiver  
8 is appointed for Tenant with authority to take possession or control of the Leased Premises or the  
9 business conducted therein by Tenant, then this Lease, at Landlord's option, will immediately  
10 terminate and will not be treated as an asset of Tenant.

11 7.4 Waste or Nuisance. Tenant will not commit or permit the commission of any  
12 waste upon the Leased Premises. Tenant will not commit or permit the commission of public or  
13 private nuisance upon the Leased Premises. Tenant will not do any act or thing on the Leased  
14 Premises that is prohibited by law.

15 7.5 Liens. Tenant will not permit any lien to be filed against the Leased Premises  
16 including, without limitation, a lien arising out of any work performed, materials furnished, or  
17 obligations incurred by Tenant. If a lien to enforce any claim for utilities, services or materials  
18 alleged to have been provided in connection with the Leased Premises is recorded, Tenant will  
19 cause the lien to be released of record within 60 days after the lien statement is recorded. Prior to  
20 commencing the construction of any improvements upon the Leased Premises, Tenant will post  
21 and keep posted notice of Landlord's non-liability of the Leased Premises pursuant to Section  
22 38-22-105, C.R.S.

23 **ARTICLE 8**

24 **INSURANCE**

25 8.1 Landlord's Building Insurance. Landlord will at its cost keep the Leased  
26 Premises insured against damage or destruction by fire, earthquake, vandalism, and other perils  
27 in the amount of the full replacement value of the improvements located on the Leased Premises,  
28 as such value may exist from time to time.

29 8.2 Tenant's Personal Property Insurance. Tenant is encouraged (but not required) to  
30 obtain insurance to cover its personal property and trade fixtures located in or upon the Leased  
31 Premises.

32 8.3 Tenant's Liability Insurance. Tenant will at its cost maintain public liability  
33 insurance covering Tenant's operations on the Leased Premises with minimum combined single  
34 limits of not less than One Million Dollars (\$1,000,000.00). Tenant's liability insurance policy  
35 will be endorsed to include the Landlord as an additional insured.

36 8.4 Tenant's Activities Not to Increase Insurance Rates. Tenant will not do anything  
37 in or about the Leased Premises which will increase the Landlord's insurance rates on the Leased

1 Premises. Tenant will pay to Landlord upon demand the amount of any increase in premiums for  
2 Landlord's insurance specifically resulting from Tenant's acts, whether or not the Landlord has  
3 consented to the Tenant's act. If Tenant installs any electrical equipment that overloads the lines  
4 in the Leased Premises, Tenant will make whatever changes are necessary to comply with the  
5 requirements of the insurance underwriters and governmental authorities having jurisdiction.

6 8.5 Additional Insurance Provisions. Every policy required above will be primary  
7 insurance. The party required to procure and maintain a particular insurance policy will be solely  
8 responsible for any deductible losses under such policy. Every policy of insurance required by  
9 this Section will be continuously maintained during the entire Term of this Lease.

10 8.6 Insurance Criteria. Insurance policies required by this Lease will:

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

15 (b) provide that the insurance cannot be cancelled or materially changed in  
16 the scope or amount of coverage unless 15 days' advance notice is given to the nonprocuring  
17 party.

18 However, Landlord's required casualty insurance may be issued by the Colorado Inter-  
19 governmental Risk Sharing Agency.  
20

21 8.7 Evidence of Insurance. Prior to the commencement of this Lease, each party will  
22 give certificates of insurance and/or insurance policy endorsements to the other party evidencing  
23 compliance with the insurance requirements of this Section. The policies will be renewed or  
24 replaced and maintained by the party responsible for such policy throughout the Term of this  
25 Lease to assure continuous coverage. If either party fails to give the required certificate within  
26 10 days after notice or demand for it, the other party may obtain and pay for that insurance and  
27 receive reimbursement from the party required to have the insurance.

28 8.8 No Interest in Insurance Proceeds. The Landlord has no interest in proceeds of  
29 any insurance carried by the Tenant on the Tenant's interest in this Lease, and the Tenant has no  
30 interest in the proceeds of any insurance carried by the Landlord.

31 8.9 Worker's Compensation Insurance. Throughout the Term of this Lease Tenant  
32 will maintain at its cost worker's compensation insurance (including occupational disease  
33 hazards) through the Colorado State Compensation Insurance Fund, or through an authorized  
34 self-insurance plan approved by the State of Colorado, insuring the payment of worker's  
35 compensation benefits to all its employees engaged in the performance of work at the Leased  
36 Premises.

1 **ARTICLE 9**

2 **INDEMNIFICATION**

3 9.1 Indemnification By Tenant. Tenant will indemnify and defend the Landlord, its  
4 officers, employees, insurers, and self-insurance pool against all liability, claims, and demands  
5 for injury, loss, or damage, including, without limitation, claims arising from bodily injury,  
6 personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind  
7 whatsoever, arising out of or are in any manner connected with this Lease, to the extent that such  
8 injury, loss, or damage is caused by:

- 9 (a) Tenant's use or occupancy of the Leased Premises pursuant to this Lease;  
10 (b) Tenant's breach of this Lease; or  
11 (c) a worker's compensation claim of any employee of Tenant,

12 except to the extent such liability, claim, or demand arises through the negligence or wrongful  
13 act(s) of the Landlord, its officers, employees, or agents, or Landlord's breach of this Lease. To  
14 the extent indemnification is required under this Lease, Tenant will investigate, handle, respond  
15 to, and to provide defense for and defend against, any such liability, claims, or demands at its  
16 expense, and to bear all other costs and expenses related thereto, including court costs and  
17 attorney fees.

18  
19 9.2 Survival of Indemnity Obligation. The Tenant's indemnity obligation set forth in  
20 Section 9.1 will survive the expiration or earlier termination of this Lease, and will be fully  
21 enforceable thereafter, subject to any applicable statute of limitation.

22 **ARTICLE 10**

23 **DEFAULT**

24 10.1 Default By Tenant. The occurrence of any one or more of the following events  
25 will constitute a default and breach of the Lease by Tenant:

- 26 (a) The vacating or abandonment of the Leased Premises by Tenant.  
27 (b) The failure by Tenant to make any payment of rent or any other payment  
28 required to be made by Tenant pursuant to this Lease, as and when due, where such failure will  
29 continue for a period of 10 days after service of written notice thereof by Landlord to Tenant.  
30 (c) The failure by Tenant to observe or perform any of the other covenants,  
31 conditions or provisions of this Lease to be observed or performed by the Tenant, or to obey  
32 rules promulgated by Landlord, within 10 days after service of written notice thereof by the  
33 Landlord to the Tenant. If there is a non-monetary default which is not capable of being  
34 corrected within 10 days, Tenant will not be default if it commences correcting the default within



1 10 days of service of a demand for compliance notice and thereafter corrects the default with due  
2 diligence.

3 (d) The making by Tenant of any general assignment or general arrangement  
4 for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged  
5 bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy  
6 (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); the  
7 appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets  
8 located at the Leased Premises or of Tenant's interest in this Lease where possession is not  
9 restored to Tenant within 45 days; or the attachment, execution, or other judicial seizure of  
10 substantially all of Tenant's interest in this Lease, where such seizure is not discharged in 45  
11 days.

12 10.2 Landlord's Remedies Upon Default. If the Tenant is in default under this Lease,  
13 Landlord will have all of the remedies provided for in such circumstances by Colorado law.

14 10.3 Default By Landlord. Landlord will be in default under this Lease if it fails to  
15 comply with any of the terms, provisions or covenants of this Lease within 10 days following  
16 service of written notice of default by Tenant. If there is a non-monetary default which is not  
17 capable of being corrected within 10 days, Landlord will not be default if it commences  
18 correcting the default within 10 days of receipt of notification thereof and thereafter correct the  
19 default with due diligence.

20 10.4 Tenant's Remedies Upon Default. If the Landlord is in default under this Lease,  
21 Tenant will have all of the remedies provided for in such circumstances by Colorado law.

22 **ARTICLE 11**

23 **NONDISTURBANCE**

24 11.1 Quiet Enjoyment. Landlord covenants that so long as there is no default in any of  
25 the covenants to be performed, observed, or kept by Tenant, the Tenant will peaceably and  
26 quietly hold and enjoy the Leased Premises for the entire Term of this Lease.

27 **ARTICLE 12**

28 **LANDLORD'S RULES**

29 12.1 Rules. Tenant will faithfully observe and comply with any rules and regulations  
30 that Landlord may from time to time promulgate with respect to the Leased Premises. The rules  
31 and regulations, and any amendments thereto, will be binding upon the Tenant upon delivery of a  
32 copy of such rules and regulations to Tenant.

1 ARTICLE 13

2 HAZARDOUS MATERIALS

3 13.1 Hazardous Materials - Defined. As used in this Section, the term "Hazardous  
4 Materials" means any chemical, material, substance or waste:

5 (a) exposure to which is prohibited, limited or regulated by any federal, state,  
6 county, regional or local authority, or other governmental authority of any nature, or

7 (b) which, even if not so regulated, may or could pose a hazard to the health  
8 or safety of the occupants of the Leased Premises including, without limitation, any petroleum,  
9 crude oil (any fraction thereof), natural gas, natural gas liquids, and those substances defined as  
10 "hazardous substances", "hazardous materials", "hazardous wastes" or other similar designations  
11 in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
12 amended, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C.  
13 Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations,  
14 and precautions.

15 13.2 Hazardous Materials - Prohibited. Tenant will strictly comply with all statutes,  
16 laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by  
17 any federal, state, local or other governmental agency with respect to the use, generation,  
18 storage, or disposal of Hazardous Materials. Tenant will not cause, or allow anyone else to  
19 cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the  
20 Leased Premises without the prior written consent of Landlord, which consent may be revoked at  
21 any time. Tenant's indemnification of Landlord pursuant to this Lease will extend to all liability,  
22 including all foreseeable and unforeseeable consequential damages, directly or indirectly arising  
23 out of the use, generation, storage, or disposal of Hazardous Materials at the Leased Premises by  
24 Tenant, or any person claiming under Tenant, including, without limitation, the cost of any  
25 required or necessary repair, cleanup, or detoxification and the preparation of any closure or  
26 other required plans, whether such action is required or necessary prior to or following the  
27 termination of this Lease, to the full extent that such action is attributable, directly or indirectly,  
28 to the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person  
29 claiming under Tenant; provided, however, the written consent by Landlord to the use,  
30 generation, storage, or disposal of Hazardous Materials will excuse Tenant from Tenant's  
31 obligation of indemnification. In the event Tenant is in breach of the covenants herein, after  
32 notice to Tenant and the expiration of the earlier of: the cure period provided in Section 10.1(c)  
33 or the cure period permitted under applicable law, regulation, or order, Landlord may, in  
34 Landlord's sole discretion, declare a default under this Lease and/or cause the Leased Premises  
35 to be freed from the Hazardous Material and the cost thereof will be deemed additional rent  
36 hereunder and will immediately be due and payable from Tenant. The representations and  
37 warranties of Tenant under this Section will survive, notwithstanding the expiration or  
38 termination of this Lease.

1 **ARTICLE 14**

2 **MISCELLANEOUS**

3 14.1 Attorney's Fees/Costs. If any action is brought in a court of law by either party  
4 concerning the enforcement, interpretation or construction of this Lease, the prevailing party,  
5 either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as costs, including  
6 expert witness' fees, incurred in the prosecution or defense of such action.

7 14.2 Notices. All notices required or permitted under this Lease will be given by  
8 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial  
9 carrier delivery, or by telecopies, directed as follows:



10 If intended for Landlord, to:

11  
12 Town of Breckenridge  
13 P.O. Box 168  
14 150 Ski Hill Road  
15 Breckenridge, Colorado 80424  
16 Attn: Rick G. Holman, Town Manager  
17 Telecopier number: (970)547-3104  
18 Telephone number: (970)453-2251  
19

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

21  
22 Timothy H. Berry, Esq.  
23 Timothy H. Berry, P.C.  
24 131 West 5th Street  
25 P. O. Box 2  
26 Leadville, Colorado 80461  
27 Telecopier number: (719)486-3039  
28 Telephone number: (719)486-1889  
29

30 If intended for Tenant. to:

31  
32 Summit County Youth Hockey  
33 P.O. Box 8470  
34 Breckenridge, CO 80424  
35 Telecopier number: (970)   
36 Telephone number: (970)   
37

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

39  
40 Brad Dickerson, Esq.  
41 Summit County Youth Hockey

1 P.O. Box 8470  
2 Breckenridge, CO 80424  
3 Telecopier number: (970) [REDACTED]  
4 Telephone number: (970) [REDACTED]  
5

6 Any notice delivered by mail in accordance with this Section will be deemed to have been duly  
7 given and received on the third business day after the same is deposited in any post office or  
8 postal box regularly maintained by the United States postal service. Any notice delivered by  
9 telecopier in accordance with this Section will be deemed to have been duly given and received  
10 upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone  
11 and a copy of said notice is sent by certified mail, return receipt requested, on the same day to  
12 the intended recipient. Any notice delivered by hand or commercial carrier will be deemed to  
13 have been duly given and received upon actual receipt. Nothing in this Lease precludes the  
14 giving of a particular notice in the manner required by law. Either party, by notice given as  
15 provided above, may change the address to which future notices may be sent.  
16

17 14.3 Entire Agreement. This Lease contains the complete and final expression of the  
18 agreement of the parties. All negotiations, considerations, representations, and understandings  
19 between the parties related to this Lease are contained in this Lease document.

20 14.4 Amendment. This Lease may not be modified except by a written agreement  
21 signed by both the Landlord and Tenant. Oral modifications of this Lease are not permitted.

22 14.5 Captions. The headings of the sections contained in this Lease are for  
23 convenience only and do not define, limit, or construe the contents of the articles and sections.

24 14.6 Waiver. The failure of either party to exercise any of such party's rights under  
25 this Lease will not be a waiver of those rights. A party waives only those rights specified in  
26 writing and signed by the party waiving such rights.

27 14.7 Severability. In case one or more of the provisions contained in this Lease, or any  
28 application hereof, will be invalid, illegal or unenforceable in any respect, the validity, legality  
29 and enforceability of the remaining provisions contained in this Lease and the application hereof  
30 will not in any way be affected or impaired thereby.

31 14.8 Force Majeure. Neither party hereto will be liable to the other for any failure,  
32 delay or interruption in the performance of any of the terms, covenants or conditions of this  
33 Lease due to causes beyond the control of that party including, without limitation, strikes,  
34 boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy,  
35 acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or  
36 any other circumstance for which such party is not responsible or which is not in its power to  
37 control.

38 14.9 Advances By Landlord For Tenant. If Tenant fails to do anything required to be  
39 done by it under the terms of this Lease (other than a failure to make the payments to Landlord

1 herein required) the Landlord may, at its sole option, but without any obligation to do so, do or  
2 perform such act or thing on behalf of Tenant, and in doing so the Landlord will not be deemed  
3 to be a volunteer; provided, however, that before exercising its rights under this Section Landlord  
4 must give notice to Tenant as provided in Section 14.2, and Landlord will allow the Tenant not  
5 less than five days from the giving of such notice within which to do or perform the act required  
6 by Tenant. Upon notification to Tenant of any costs or expenses incurred by the Landlord  
7 pursuant to this Section Tenant will promptly pay to Landlord the full amount of costs and/or  
8 expenses incurred by Landlord, together with interest thereon at the rate of twelve percent (12%)  
9 per annum.

10 14.10 Governmental Immunity. The parties hereto understand and agree that Landlord  
11 is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary  
12 limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights,  
13 immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-  
14 10-101, et seq., C.R.S., as from time to time amended, or any other limitation, right, immunity or  
15 protection otherwise available to Landlord, its officers, or its employees.

16 14.11 No Adverse Construction Based On Authorship. Each party had the opportunity  
17 to participate in the drafting of this Lease. This Lease is not to be construed against either party  
18 by virtue of such party having drafted this Lease.

19 14.12 Landlord's Consent. Except as otherwise expressly provided to the contrary in  
20 this Lease, wherever in this Lease it is provided that some act requires the Landlord's prior  
21 consent, such consent may be granted, withheld, or conditionally approved in Landlord's sole  
22 and absolute discretion.

23 14.13 Authority. The individual executing this Lease on behalf of the Tenant represents  
24 and warrants to Landlord that he or she has all requisite power and authority to bind the Tenant  
25 and to cause the Tenant to fully perform its obligations under this Lease. The individual  
26 executing this Lease on behalf of the Landlord represents and warrants to Tenant that he has all  
27 requisite power and authority to bind the Landlord and to cause the Landlord to fully perform its  
28 obligations under this Lease.

29 14.14 Third Parties. This Lease does not confer upon or grant to any third party (except  
30 a party to whom the Tenant may assign this Lease in accordance with the terms hereof) any right  
31 to claim damages or to bring suit, action or other proceeding against the Landlord because of any  
32 breach hereof or because of any of the terms, covenants, agreements, and conditions herein.

33 14.15 Lease Not To Be Recorded. This Lease **IS NOT TO BE RECORDED** with the  
34 Clerk and Recorder of Summit County, Colorado.

35 14.16 Time of Essence. Time is of the essence of this Lease.

36 14.17 Governing Laws; Venue. The laws of the State of Colorado will govern the  
37 interpretation, validity, performance and enforcement of this Lease. Any litigation brought to  
38 construe or enforce this Lease must be commenced in Summit County, Colorado. **BOTH**

1 **PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY**  
2 **DISPUTE ARISING OUT OF OR RELATING TO THIS LEASE.**

3 14.18 Non-Discrimination; Compliance With Applicable Laws. Tenant:

4 (a) will not discriminate against any employee or applicant for employment  
5 because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

6 (b) will insure that applicants who are to work at the Leased Premises are  
7 employed and that employees are treated during employment without regard to their race, color,  
8 creed, sex, sexual orientation, religion, national origin, or disability; and

9 (c) will in all solicitations or advertisements for employees to be engaged in  
10 the performance of work at the Leased Premises state that all qualified applicants will receive  
11 consideration for employment without regard to race, color, creed, sex, sexual orientation,  
12 religion, national original or disability. Tenant will further comply with all applicable federal,  
13 state, and local laws, rules and regulations. Without limiting the generality of the foregoing,  
14 Tenant will comply with the applicable provisions of the Americans With Disabilities Act, 42  
15 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules  
16 promulgated thereunder by any regulatory agency. The indemnification and termination  
17 provisions of this Lease will apply with respect to Tenant's failure to comply with all applicable  
18 laws or regulations.

19 14.19 Binding Effect. The covenants, conditions, and obligations contained in this Lease  
20 are binding upon and inure to the benefit of the parties and their respective successors and  
21 permitted assigns.

22 14.20 Annual Appropriation. Financial obligations of the Landlord under this Lease  
23 payable after the current fiscal year are contingent upon funds for that purpose being  
24 appropriated, budgeted and otherwise made available by the Town Council of the Town of  
25 Breckenridge, Colorado. If sufficient funds are ever not made available, this Lease may be  
26 terminated by either party without penalty. Landlord's obligations under this Lease does not  
27 constitute a general obligation indebtedness or multiple year direct or indirect debt or other  
28 financial obligation whatsoever within the meaning of the Constitution or laws of the State of  
29 Colorado.

30 14.21 Approval By Ordinance. The execution of this Lease by the Town Manager was  
31 authorized by Ordinance No. [REDACTED], Series 2016.

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LANDLORD:

TOWN OF BRECKENRIDGE, a Colorado  
municipal corporation

By \_\_\_\_\_  
Rick G. Holman, Town Manager

ATTEST:

\_\_\_\_\_  
Helen Cospolich  
Town Clerk

TENANT:

S.C.Y.H., INC., a Colorado nonprofit corporation

By: \_\_\_\_\_

Title: President



---

## MEMORANDUM

**TO:** Town Council  
**FROM:** Chris Kulick, AICP  
**DATE:** May 17, 2016  
**SUBJECT:** Cucumber Creek Estates – Development Agreement

---

On May 10, 2016 the Town Council approved a Master Plan for Cucumber Creek Estates (Tract B, Christie Heights #2). The Master Plan consists of 6, approximately ½ acre, single-family lots, 5 clustered single-family lots and 12 duplex residences, totaling 23 SFEs over 9.24 acres.

The property owners now seek a Development Agreement with the Town for the sole purpose of extending the Master Plan’s vesting until 2026. A Development Agreement is a document which allows the Town to obtain certain commitments or public benefits which would not otherwise be lawfully allowed. In exchange, the agreement provides for some benefits to the applicants, which are not otherwise allowed by adopted codes.

In consideration for the additional vesting, the applicants will commit to continue to lease Tract B to the Town of Breckenridge for trail-based recreation at a lease cost of one dollar per year, until such time as the tract is developed. Tract B contains several trails that are used extensively by skiers at the Breckenridge Nordic Center. Additionally the applicants previously sold the adjacent 23.33 Tract A, Christie Heights #2 parcel to the Town at a significantly below market price to allow the Town to preserve critical wildlife habitat and sensitive Fen Wetlands. Today Tract A is a sizeable portion of the Cucumber Gulch Preserve.

Staff will be happy to answer any questions related to this proposed Development Agreement at the May 24<sup>th</sup> work session.



LAW OFFICES  
**WEST BROWN HUNTLEY PC**  
100 SOUTH RIDGE STREET, SUITE 204  
POST OFFICE BOX 588  
BRECKENRIDGE, COLORADO 80424  
TELEPHONE (970) 453-2901  
FAX (970) 453-0192  
WWW.WESTBROWN.COM

STEPHEN C. WEST  
FELICE F. HUNTLEY  
ROBERT N. GREGORY

D. WAYNE BROWN  
Retired

---

JILL D. BLOCK  
Paralegal

April 27, 2016

**VIA EMAIL (chrisk@townofbreckenridge.com)**

Chris Kulick  
Department of Community Development  
Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, CO 80424

Re: Development Agreement for Expansion of Extending Vesting to  
Master Plan of Cucumber Creek Estates and for Extension of the Vesting

Dear Chris:

In connection with Application No. PL-2016-040 for approval of a master plan ("Master Plan") for Tract B, Christie Heights Subdivision Filing No. 2 ("Tract B"), Christie Heights Partnership is requesting that the current extended vesting for the subdivision plan for Tract B, as provided for in the Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271 ("Agreement"), be expanded to include the Master Plan after it is approved and also be extended for an additional 5 years to January 9, 2026.

The reasons for additional extended vesting include allowing time for the preparation and approval of a new subdivision plan for Tract B that is as sensitive as possible to its proximity to Cucumber Gulch, the current willingness of the Partnership to continue to delay development, and the benefits to the Town of continuing to have available the trails within Tract B for as long as possible by relieving pressure on the Partnership to develop.

The purpose of this letter is to serve as the required application for a development agreement to authorize the application of the current extended vesting to the Master Plan and the extension of the vesting period provided for in the Agreement from January 9, 2021 to January 9, 2026.

The Partnership is asking that the commitments provided for in Section 9-9-4 of the Town Code in connection with an application for a development agreement be waived in recognition of

Chris Kulick  
Department of Community Development  
Town of Breckenridge  
April 27, 2016  
Page 2

the anticipated extended period of use of Tract B under the lease between the Partnership and the Town.

Based on the foregoing, the Partnership respectfully requests that this letter be considered as the formal application for consideration of the proposed Development Agreement attached. Because the proposed Development Agreement is filed in connection with the pending Application a separate application fee has not been included with this letter. The remainder of the submittal requirements of Section 9-9-9 of the Town Code are complied with as follows: Subsection A will be satisfied by the delivery to the Town Attorney of a commitment for title insurance showing ownership of Tract B to be in the name of the Partnership; Subsections B and C are not applicable because the Partnership is the owner of Tract B; Subsections D and E are satisfied by this letter and the attached Development Agreement; Subsection F is satisfied with the submittal of the proposed Development Agreement itself.

If any additional information or documentation is needed, please do not hesitate to let me know. Otherwise, I hope that this matter can be scheduled for the Town Council's work session on May 24, 2016 and presumably then for a first reading of an ordinance to approve the Development Agreement that evening.

We look forward to working with Tim Berry, the Town Council and you on the approval of the Development Agreement. Thanks.

Respectfully,



Stephen C. West  
Attorney and Agent for  
Christie Heights Partnership

c: Timothy J. Berry, Esq. (w/enc. via email)  
Timothy J. Casey (w/enc. via email)

1070.40

1 **FOR WORKSESSION/FIRST READING – MAY 24**

2  
3 COUNCIL BILL NO. \_\_\_\_\_

4  
5 Series 2016

6  
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH  
8 CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership  
9 (Extended Vested Property Rights – Cucumber Creek Estates)

10  
11 BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,  
12 COLORADO:

13  
14 Section 1. Findings. The Town Council of the Town of Breckenridge finds and  
15 determines as follows:

16  
17 A. Christie Heights Partnership, a California general partnership (“**Developer**”), is the  
18 owner of the real property described as follows:

19 Tract B, Christie Heights Subdivision Filing No. 2, according to the plat thereof  
20 recorded January 31, 2001 under Reception No. 644114 of the records of the  
21 Clerk and Recorder of Summit County, Colorado (“**Tract B**”)

22  
23 B. Pursuant to Development Permit #2016-040 (“**Master Plan Permit**”) the Town has  
24 approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract  
25 B.

26 C. Pursuant to the Development Agreement for Extended Vesting dated February 28,  
27 2012 and recorded October 1, 2012 under Reception No. 1004271 of the records of the Clerk and  
28 Recorder of Summit County, Colorado (“**Original Agreement**”), the vested property rights  
29 period for Development Permit #1998-3-3 for a subdivision plan for Tract B (“**Subdivision**  
30 **Permit**”) will expire on January 9, 2021. As used in this ordinance, the term “vested property  
31 rights period” shall have the meaning, purpose, and effect afforded such term in the  
32 Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Section 9-  
33 1-19-39A, “Policy 39 (Absolute) Master Plan.”

34 D. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes  
35 the Town Council to enter into an agreement with a land owner to provide for a vested property  
36 rights period of more than three (3) years.

37 E. As the result of: the approval of the Master Plan Permit; the Developer’s need to  
38 develop a new subdivision plan for Tract B that is as sensitive as possible to the Town’s adjacent  
39 Cucumber Gulch open space; the continued desire of the Developer to delay development; and  
40 the continued desire of the Town to have its lease of Tract B for trails continue for as long as  
41 possible, adding five (5) additional years to the current vested property rights period is  
42 reasonable.

1 F. No additional commitments, as encouraged to be made in connection with an  
2 application for a development agreement in accordance with Section 9-9-4 of the Breckenridge  
3 Town Code, are required by the Town because the extension of the vested property rights will  
4 encourage the Developer to delay development and, therefore, the lease of Tract B to the Town  
5 for trails is more likely to extend for a longer period of time.

6 G. The procedures to be used to review and approve a development agreement are  
7 provided in Chapter 9 of Title 9 of the Breckenridge Town Code.

8 H. The Town Council has received a completed application and all required submittals  
9 for a development agreement.

10 I. A proposed development agreement between the Town and the Developer has been  
11 prepared, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by  
12 reference ("**Development Agreement**").

13 J. The Town Council has reviewed the proposed Development Agreement.

14 K. The Town Council had a preliminary discussion of application and the proposed  
15 Development Agreement as required by Section 9-9-10(A) of the Breckenridge Town Code.

16 L. The Town Council determined that the Developer's request for a development  
17 agreement need not be referred to the Breckenridge Planning Commission for its review and  
18 recommendation.

19 M. The Town Council finds and determines that the approval of the Development  
20 Agreement is warranted in light of all relevant circumstances.

21 N. The requirements of Chapter 9 of Title 9 of the Breckenridge Town Code have  
22 substantially been met in connection with the approval of the Development Agreement and the  
23 adoption of this ordinance.

24 Section 2. Approval of Development Agreement. The Development Agreement between  
25 the Town and Christie Heights Partnership, a California general partnership, is approved, and the  
26 Town Manager is authorized, empowered, and directed to execute such Agreement for and on  
27 behalf of the Town of Breckenridge.

28  
29 Section 3. Notice of Approval. The Development Agreement must contain a notice in the  
30 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in  
31 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code must be  
32 published by the Town Clerk one time in a newspaper of general circulation in the Town within  
33 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of  
34 Section 24-68-103, C.R.S.

35  
36 Section 4. Police Power Finding. The Town Council finds, determines, and declares that  
37 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the  
38 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and  
39 the inhabitants thereof.

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Section 5. Authority. The Town Council finds, determines, and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

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

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2016. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the \_\_\_ day of \_\_\_\_\_, 2016, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Eric S. Mamula, Mayor

ATTEST:

\_\_\_\_\_  
Helen Cospolich, Town Clerk

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED  
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED  
STATUTES, AS AMENDED

DEVELOPMENT AGREEMENT  
FOR  
EXTENDED VESTING  
OF  
DEVELOPMENT PERMIT #2016-040  
FOR  
CUCUMBER CREEK ESTATES

This Development Agreement for Extended Vesting of Development Permit #2016-040 for Cucumber Creek Estates (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the “Town”) and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the “Developer”).

Recitals

A. Developer is the owner of the real property described as follows:

TRACT B, CHRISTIE HEIGHTS SUBDIVISION FILING NO. 2,  
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2001  
UNDER RECEPTION NO. 644114, SUMMIT COUNTY, COLORADO

(“Tract B”).

B. Pursuant to Development Permit #2016-040 (“Master Plan Permit”), the Town has approved a Master Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. Pursuant to the Development Agreement for Extended Vesting dated February 28, 2012 and recorded October 1, 2012 under Reception No. 1004271, Summit County, Colorado (“Original Agreement”), the vested property rights period for Development Permit # 1998-3-3 for a subdivision plan for Tract B (“Subdivision Permit”) will expire on January 9, 2021. As used in this Agreement, the term “vested property rights period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

D. Paragraph K of Section 9-1-17-11 of the Breckenridge Development Code authorizes the Town Council to enter into an agreement with a land owner to provide for a vested property rights period of more than three (3) years.

E. As the result of: the approval of the Master Plan Permit; Developer's need to develop a new subdivision plan for Tract B that is as sensitive as possible to the Town's adjacent Cucumber Gulch open space; the continued desire of the Developer to delay development; and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible, adding five (5) additional years to the current vested property rights period is reasonable.

F. No additional commitments, as encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code, are required by the Town because the extension of the vested property rights will encourage the Developer to delay development and, therefore, the lease of Tract B to the Town for trails is more likely to extend for a longer period of time.

G. The Town Council has received a completed application and all required submittals for a development agreement, had a preliminary discussion of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Subsection 9-9-10:C of the Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.

#### Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an expansion of the vested rights to include the Master Plan Permit and an extension of the vested property rights period by five (5) additional years because of Developer's need to develop a new subdivision plan for Tract B, the continued desire of the Developer to delay development, and the continued desire of the Town to have its lease of Tract B for trails continue for as long as possible.

2. The Town acknowledges and agrees that the Master Plan Permit constitutes a site specific development plan and that it is hereby designated as a site specific development plan.

3. Pursuant to its authority under paragraph K of Section 9-1-17-11 of the Breckenridge Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period provided for in the Original Permit shall be expanded to include the Master Plan Permit, including any amendments thereto, and shall be extended to January 9, 2026.

4. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided for herein or in the Permit, the execution of this Agreement shall not preclude the current or future application of municipal, state or federal ordinances, laws, rules or regulations to Tract B (collectively, "laws"), including, but not limited to, building, fire, plumbing, engineering, electrical and mechanical codes, and the Town's Development Code, Subdivision Standards and other land use laws, as the same may be in effect from time to time throughout the term of this Agreement. Except to the extent the Town otherwise specifically agrees, any development of Tract B which is the subject of this Agreement shall be done in compliance with the then-current laws of the Town.

5. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to the Town's: (i) Development Code, (ii) Master Plan, (iii) Land Use Guidelines and (iv) Subdivision Standards.

6. This Agreement shall run with title to the land and be binding upon and inure to the benefit of Developer, its successors and assigns.

7. Prior to any action against the Town for breach of this Agreement, Developer shall give the Town a sixty (60) day written notice of any claim by the Developer of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged default within such time period.

8. The Town shall not be responsible for and the Developer shall have no remedy against the Town if development of Tract B is prevented or delayed for reasons beyond the control of the Town.

9. Actual development of Tract B shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

10. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

11. The Developer agrees to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Developer; any subcontractor of Developer, or any officer, employee, representative, or agent of Developer or of any subcontractor of Developer, or which arise out of any worker's compensation claim of any employee of Developer, or of any employee of any subcontractor of Developer; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of Town, its officers, employees, or agents. Developer agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

12. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.



13. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24, Colorado Revised Statutes, as amended.

14. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvements.

15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado.

16. Nothing contained in this Agreement shall constitute a waiver of the Town's sovereign immunity under any applicable state or federal law.

17. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in District Court of Summit County, Colorado. The Developer expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

18. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The Town: Rick Holman, Town Manager  
Town of Breckenridge  
P.O. Box 168  
Breckenridge, CO 80424

With A Copy (which shall not constitute notice to the Town) to: Timothy H. Berry, Esq.  
Town Attorney  
P.O. Box 2  
Leadville, CO 80461

If To The Developer: Timothy J. Casey  
Christie Heights Partnership  
P.O. Box 2340  
Breckenridge, CO 80424

With A Copy (which shall not constitute notice) to:

Stephen C. West, Esq.  
West Brown Huntley PC  
P.O. Box 588  
Breckenridge, CO 80424

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given upon delivery. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

19. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding relating to such subject matter.

20. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

**[Separate Signature Pages Follow]**

TOWN OF BRECKENRIDGE,  
a municipal corporation  
of the State of Colorado

Attest:

\_\_\_\_\_  
Helen Cospolich, Town Clerk

By: \_\_\_\_\_  
Rick Holman, Town Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF SUMMIT    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Rick Holman as Town Manager and Helen Cospolich, of the Town of Breckenridge, a Colorado municipal corporation of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,  
a California general partnership

By: \_\_\_\_\_  
Timothy J. Casey, Managing Partner

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

1. The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California general partnership.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## Memorandum

**TO:** TOWN COUNCIL  
**FROM:** Dale Stein, Assistant Town Engineer  
**DATE:** May 18, 2016  
**RE:** Public Projects Update

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### Active Projects - New Updates

#### **Xcel Gas Line Replacement on North Main Street** (Work Session 5-24-16 by Streets)

Schedule: The contractor from Xcel Energy (Site Wise) mobilized to Main Street this past week and began operations to identify and locate all existing utilities and gas services within the work area. The relocation of the gas line has started following the utility locates. Xcel Energy has committed to completing the gas line relocation by June 15<sup>th</sup>.

#### **Goose Pasture Tarn Dam Repairs** (Work Session 5-24-16 by Water)

Schedule: The dam work was inspected by the State Dam Safety Engineer and everything is in good shape and we are ready for runoff. Staff will be bringing the reservoir level back up slowly and will test the new overflow while flows are small enough to control through the outlet pipe. The design firms for the long term repair have been interviewed and a final choice will be made by Friday May 20.

Budget: 2016 Budget: \$1,050,000

#### **Second Water Plant Design** (Work Session 5-24-16 by Water)

Schedule: Contractor interviews are being conducted on Wednesday May 18 and a selection is expected to occur the week of May 23. Staff will be able to provide more information at the next Council meeting. Construction will not begin until spring of 2017 and is expected to be complete by the end of 2018.

Budget: 2016 Budget: \$2,200,000

#### **Arts District Production Equipment** (Work Session 5-24-16 by BreckCreate)

Schedule: Purchasing for this CIP will ramp up in the early summer and will continue throughout the early fall as campus production needs solidify and on-site storage becomes available.

Budget: 2016 CIP Budget: \$70,000

**Kingdom Park Playground** (Work Session 5-24-16 by Parks)

Schedule: Site preparation and drainage work began this week. The playground finish date has been delayed to the end of July due to equipment delivery.

Budget: 2016 CIP Budget: \$180,000

**Riverwalk Center Stage Rigging** (Work Session 5-24-16 by BreckCreate)

Schedule: Rigging plans and logistical planning has been completed with contractors and the primary rigging installation company. Minor purchasing and installation will be ongoing throughout the spring as holes in the established production calendar allow. The major phase of the rigging install to commence late October and to be completed by Thanksgiving.

Budget: 2016 CIP Budget: \$130,000

**Roadway Resurfacing** (Work Session 5-24-16 by Streets)

Schedule: All paving work in the downtown core locations has been completed. Overlay work outside of the core, Highlands and Warrior's Mark, will continue throughout the summer.

Concrete replacement in the core of Town is scheduled to begin on Monday May, 23rd and will continue through June 24<sup>th</sup>. Locations beyond the core of Town will be completed throughout the summer.

Budget: 2016 CIP Budget: \$1,100,000

**Blue River Reclamation** (Work Session 4-26-16 by Engineering)

Schedule: The contractor, Tezak Heavy Equipment, re-mobilized this week and continued earthwork related to the construction of the "temporary river channel". The temporary channel is intended to divert the summer river flows away from the final river location while the new river alignment is constructed. The work on the temporary channel is scheduled to be completed prior to July 1<sup>st</sup> 2016. Once the snow run-off into the river subsides the flows will be diverted to the temporary channel, expected in early July.

The project to complete the construction of the permanent channel will be advertised for construction bids next week, with a scheduled bid opening on June 10<sup>th</sup>. Staff will report the results of the bids at the June 14<sup>th</sup> Council Work Session.

Budget:

Project Funding	2015	2016	2017	Total
Town Funds	1,200,000	560,000	1,260,000	3,020,000
Open Space Fund	600,000	240,000	540,000	1,380,000
Denver Water	200,000			200,000
Total	2,000,000	800,000	1,800,000	4,600,000

**Pinewood Sidewalk Connection** (Work Session 5-24-16 by Engineering)

Schedule: Construction continues on the Pinewood Sidewalk. Recently, the stone retaining wall was completed, new spruce trees were planted, and electrical conduit was placed. Additionally, the contractor began removals and electrical utility work in the Rankin Ave. intersection area this week.

There is currently a one-lane closure of Airport Road during working hours. Traffic control and flaggers are being used to allow northbound and southbound traffic through the construction zone. The lane closure is expected to be in place until project completion, which is scheduled for June 24<sup>th</sup>.

Budget: With the inclusion of the enhanced crosswalk/intersection improvements, which were not part of the original project scope, the bid cost does exceed the project budget. The total project costs are estimated to be \$240,000, while the project budget is \$220,000. The budget deficit of \$20,000 will be covered from funds remaining in the CIP previous spending authority.



Construction of the stone retaining wall along the Pinewood sidewalk was completed this week.

**North Main Street Restrooms (Work Session 5-24-16 by Engineering)**

Schedule: Design drawings for the restroom project are moving forward. The project will be presented to the Planning Commission as a Public Project on June 7<sup>th</sup>. As previously discussed, the historic cabin will become available for the project on September 15<sup>th</sup>, 2016 and delivered to the site by early October. It is anticipated that the utility work and foundation could be completed during the summer of 2016, and the contractor could work to dry-in the structure prior to winter. Barring any delays in moving the cabin, the earliest the restrooms will be completed and open would be late winter or early spring 2017. A conservative schedule would have the restrooms operational by summer 2017.

Budget: At the March 8<sup>th</sup> work session, Council gave Staff verbal approval to proceed with the restroom design which incorporates the reuse of the historic Wentzell cabin. The anticipated increase in the project budget was estimated at \$205,000 to \$255,000. Staff will revisit the budget with Council once the project is designed and bids have been received.

\$	125,000.00	2015 CIP
\$	255,000.00	Supplemental Appropriation (pending per 3.8.16 work session)
\$	20,000.00	BHA contribution
<b>\$</b>	<b>400,000.00</b>	<b>Total Spending Authority</b>

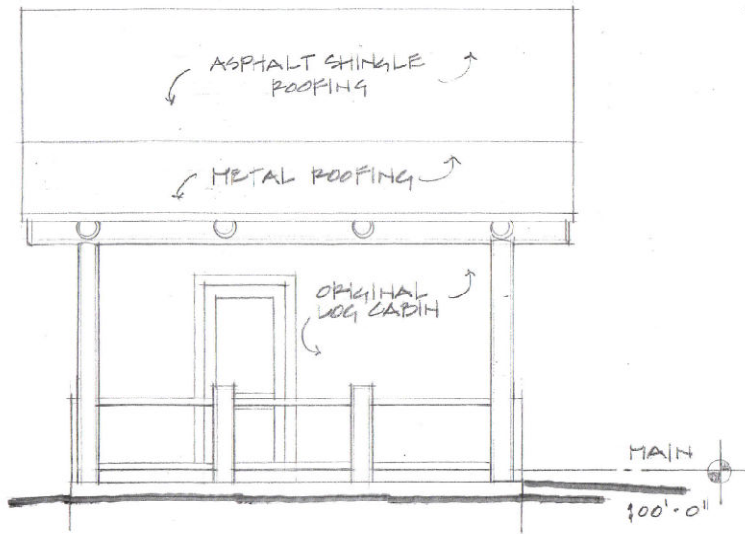


The new restrooms will be located north of the Carter Museum. Staff is exploring the exact location based on property lines and existing trees. The existing (non-historic) storage shed will be removed with the project.



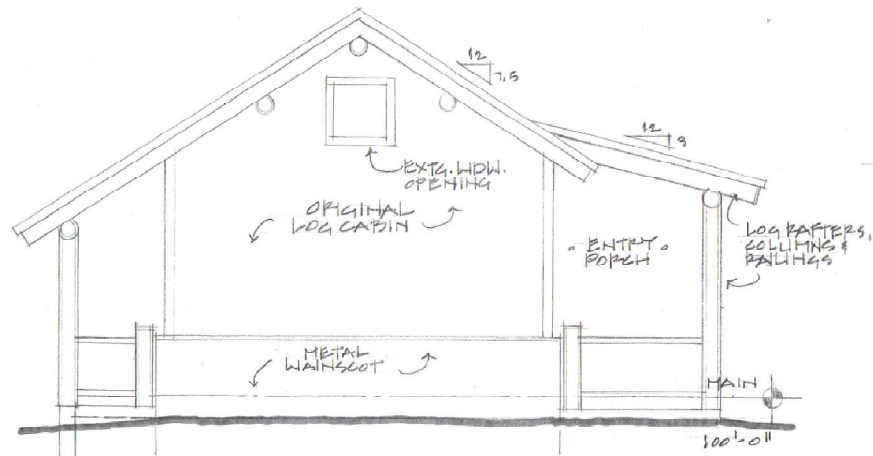
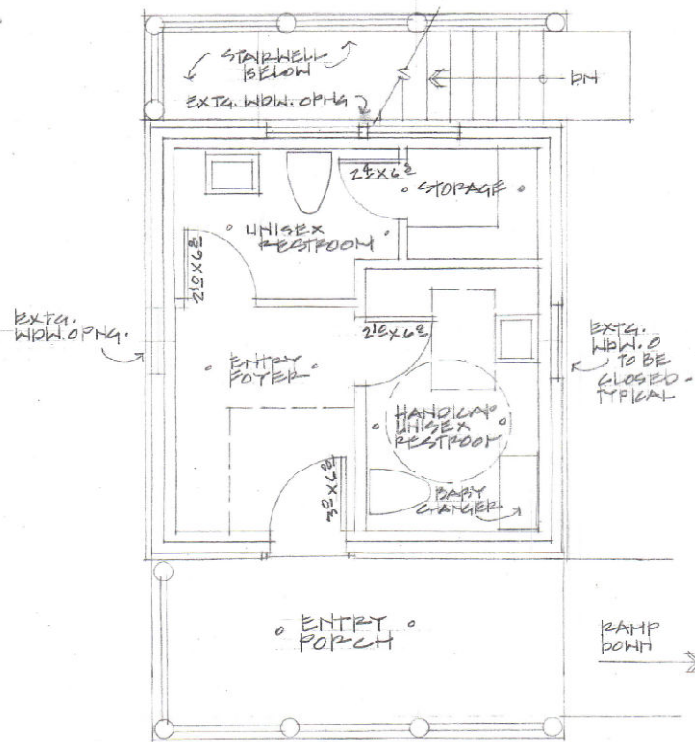
Visibility of the restroom signage from Prospector Park is an important consideration in the design of the restroom.





Historic NW elevation.

A porch feature will be added to the west elevation of the structure. This will provide protection from falling snow on the shed roof, and allow the historic door opening to remain.



Proposed north elevation

1 ADA restroom and 1 standard restroom will be accommodated in the cabin space.



Existing north elevation.

## **Active Projects - No Updates**

### **French Gulch Road Bus Turnaround** (Work Session 5-10-16 by Engineering)

Schedule: Bids for the French Gulch Bus Turnaround were opened on April 29<sup>th</sup>. Only one bid was received, so staff is currently reviewing the costs in the bid before awarding the project. Construction is still scheduled to begin in late July.

Budget: The 2016 CIP budget for the project is \$185,000. However, the CIP budget does not include funding for the pond remediation (see photos below). Staff is still awaiting commitment from the EPA and Summit County for funding to complete the pond remediation. Once staff receives commitment from EPA for funding, staff will update council on project costs for pond remediation, bus turnaround, and bus stops.

### **Recreation Facilities Improvements** (Work Session 5-10-16 by Recreation)

Schedule: Staff provided to Council a project presentation and updated documentation in a separate document. Refer to May 10<sup>th</sup>, 2016 Council Work Session packet for further information.

Budget: 2016 CIP Budget: \$150,000

### **Riverwalk Center Lobby** (Work Session 5-10-16 by Community Development)

Schedule: Staff provided to Council a project presentation and update documentation in a separate document. Refer to May 10<sup>th</sup>, 2016 Council Work Session packet for further information.

Budget: 2016 CIP Budget: \$450,000

### **Outdoor Ice Rink Roof** (Work Session 5-10-16 by Public Works)

Schedule: Staff provided a depiction of the outdoor ice rink roof. Refer to May 10<sup>th</sup>, 2016 Council Work Session packet for further information.

The roof will be constructed by Heath Steel, which is a metal building company. The schedule is expected to have the building constructed towards the end of the summer and completed before winter. The project will also have new lighting that is energy efficient and provides better coverage than the existing lighting.

Budget: 2016 CIP Budget: \$1,200,000 .The project is currently under budget.

### **Parking/Transportation Review** (Work Session 4-26-16 by Community Development)

Schedule: Staff provided to Council a project presentation and updated documentation in a separate document. Refer to April 26<sup>th</sup>, 2016 Council Work Session packet for further information.

Budget: 2016 CIP Budget: \$500,000

**Breckenridge Theater** (Work Session 4-26-16 by Engineering)

Schedule: Work on the interior of the building is completed with an anticipated CO date of April 22<sup>nd</sup>. Exterior paint and landscaping will be completed in May as weather permits. BCA will begin installing the furnishings and equipment once CO is received. The Breckenridge Backstage Theater will open their summer season on June 17<sup>th</sup> with “Chicago”.

Council is invited to the preview event hosted by BCA on Thursday, May 26<sup>th</sup> (please note the change in date).

Budget:

\$	120,000.00	2013 CIP Budget
\$	1,180,000.00	2014 CIP Budget
\$	600,000.00	2014 Supplemental Appropriation
\$	650,000.00	2015 Supplemental Appropriation
<b>\$</b>	<b>2,550,000.00</b>	<b>Total Spending Authority</b>

Final project expenditures will be reported to Council in the project close-out report once all billings are received and final work is completed. The project is currently on budget.

**Block 11 Access Road** (Work Session 4-26-16 by Engineering)

Description: The Town recently sold the property located at 1730 Airport Road. Since the property is being developed this year, the road which accesses the skier overflow parking will be moved to the south end of the lot onto newly dedicated Town right-of-way. The access road (currently unnamed) will eventually serve as one of the entrances to development on Block 11.

Schedule: The project was advertised on March 25<sup>th</sup> and bids were opened on April 8<sup>th</sup>. Unfortunately only one bid was received for the project. The bid received was above the project budget by approximately 20%. With only one bid received, Staff cannot compare and justify the increase in costs. For this reason, Staff did not award the bid. Staff plans to explore other options to complete the project at a lower cost. Staff will report back to Council with budget/schedule updates once more information is received.

Budget: 2016 CIP Budget: \$160,000.

**Airport Road Crosswalk Light** (Work Session 3-22-16 by Streets)

Schedule: The pedestrian activated flashing yellow lights were installed by Staff the week of March 7<sup>th</sup>, and are functional. Project is complete.

Budget: \$7,000, Final Cost: \$6,805

**Four O'clock Landscaping** (Work Session 3-08-16 by Engineering)

Schedule: Landscape work is anticipated to be bid and completed after the construction of the roundabout, in 2017

Budget: 2016 CIP Budget: \$180,000 (not including the Paley installation)

**Public Radio Utility Line** (Work Session 2-23-16 by Others)

Schedule: This is not a Town project and a schedule is not known at this time.

Budget: 2016 CIP Budget: \$20,000

**Recreation Center Elevator** (Work Session 2-23-16 by Recreation)

Schedule: This project is on hold until the Recreation Center Facilities Improvements Study is completed. The existing lift has been repaired and is currently operational.

Budget: 2016 CIP Budget: \$200,000

**Recreation Center Tennis Courts** (Work Session 2-23-16 by Recreation)

Schedule: This project is on hold until the Recreation Center Facilities Improvements Study is completed.

Budget: 2016 CIP Budget: \$200,000. The total project is expected to cost \$400,000 and will be spread over two years.

**Ice Rink Roof Repair** (Work Session 2-23-16 by Facilities Div.)

Schedule: Staff has advertised the project for bids and expects to contract with a qualified firm in April of 2016, and complete the work on the roof during the summer of 2016.

Budget: 2015 CIP Budget: \$185,000

**Transit Technology Enhancements** (Work Session 2-23-16 by Transit)

Schedule: Staff will be installing, during this spring and summer, the electronic display signs and connecting the signs to the system. Staff is currently also participating in the Parking and Transportation Study and will have opportunity to incorporate the forthcoming recommendations of the consultants

Budget: 2016 CIP Budget: \$500,000

**Blue River Parks** (Work Session 2-23-16 by Engineering)

Schedule: Project architect / planner DTJ Design was contracted in 2015 to produce 50% CD plans for Oxbow Park to be used in the grant application. Staff will prepare the 2016 GOCO grant application as well as an updated cost estimate for presentation to Council as a possible 2017 CIP construction project.

Budget:

Project Funding	2016
CIP	105,000
Open Space Fund	45,000
Grants (assumed)	350,000
Total	500,000

**MEMO**

**TO:** Mayor & Town Council  
**FROM:** Rick Holman, Town Manager  
**DATE:** May 19, 2016  
**SUBJECT:** Committee Reports for 5-24-2016 Council Packet

*No committee reports were submitted for this meeting.*

<b>Committees*</b>	<b>Representative</b>	<b>Report Status</b>
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	Verbal Report
Liquor Licensing Authority	Helen Cospolich	No Meeting/Report
Wildfire Council	TBD	No Meeting/Report
Summit Stage Advisory Board	James Phelps	No Meeting/Report
Police Advisory Committee	Chief McLaughlin	No Meeting/Report
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Jenise Jensen	No Meeting/Report
Housing and Childcare Committee	Laurie Best	No Meeting/Report
Child Care Advisory Committee	Emily Oberheide	No Meeting/Report
Breckenridge Events Committee	Kim Dykstra	No Meeting/Report
Parking and Transit Taskforce	Shannon Haynes	No Meeting/Report

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

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



**April 30, 2016**  
**Financial Reports**

Finance & Municipal Services Division



Spring Runoff

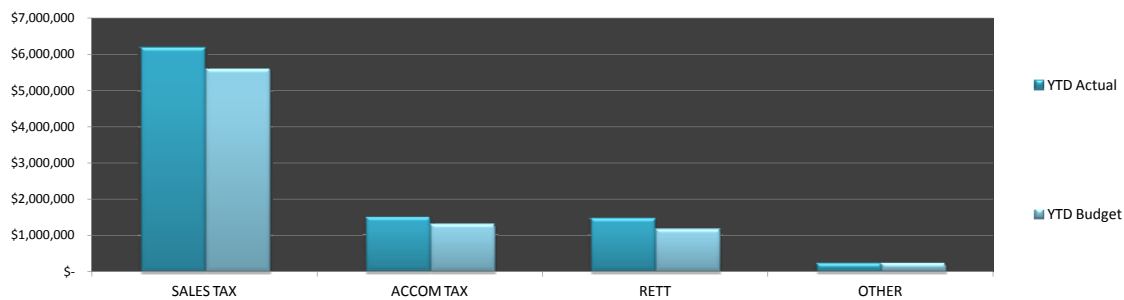
## Executive Summary

April 30, 2016

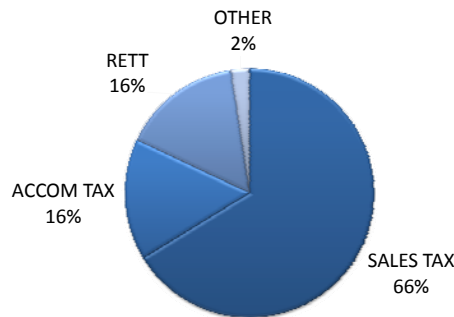
The Town's 2016 financial results through April 2016 continue to show robust growth across all of our major revenue sectors. As the table below and the following pages show, we are still experiencing substantial revenue growth. We are \$1M over 2016 budgeted revenues in the Excise fund. This is the result of all three major revenue sources (sales, accommodations and RETT) being up over both budget and prior year results.

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	\$ 6,194,255	\$ 5,609,248	110%	\$ 17,894,503	\$ 5,731,699	\$ 18,090,059
ACCOMMODATIONS TAX	1,471,797	1,280,565	115%	2,620,373	1,304,269	2,613,829
REAL ESTATE TRANSFER	1,458,572	1,164,863	125%	4,240,001	1,302,210	5,468,732
OTHER*	224,738	227,399	99%	845,004	303,798	951,350
<b>TOTAL</b>	<b>\$ 9,349,362</b>	<b>\$ 8,282,075</b>	<b>113%</b>	<b>\$ 25,599,881</b>	<b>\$ 8,641,975</b>	<b>\$ 27,123,970</b>

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

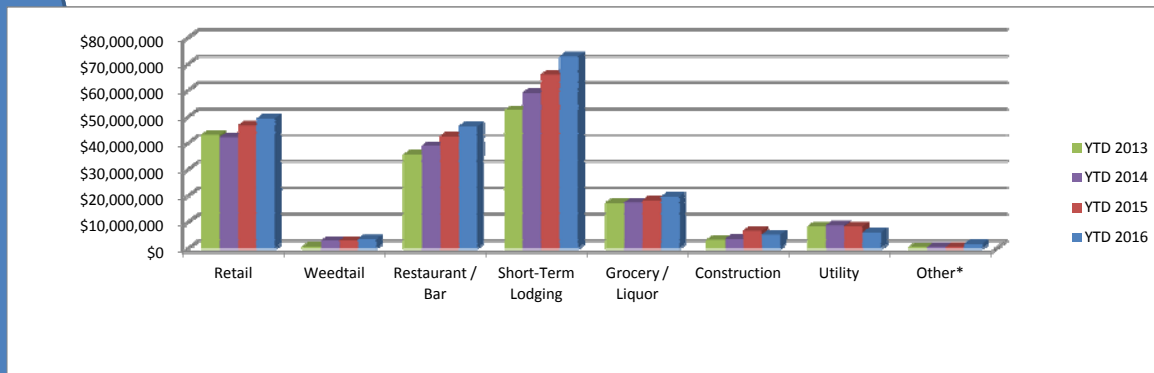
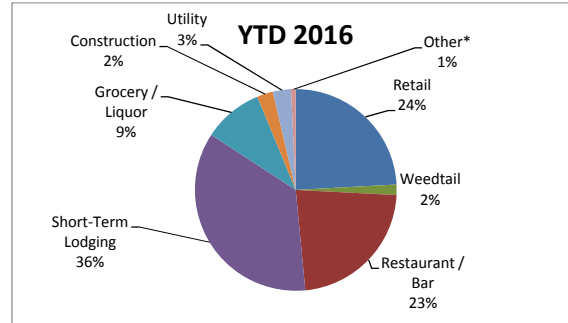
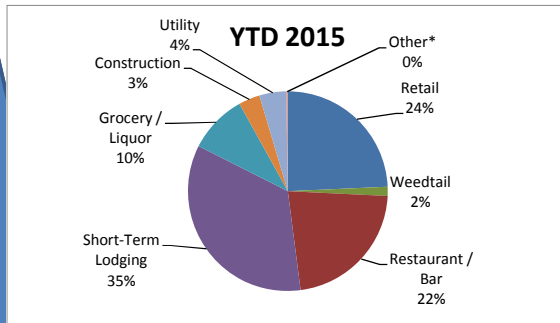


## The Tax Basics

### Net Taxable Sales by Industry-YTD

Description	YTD 2013	YTD 2014	YTD 2015	2015		2015/2016		2016
				% of Total	YTD 2016	\$ Change	% Change	% of Total
Retail	\$42,880,914	\$42,066,466	\$46,454,179	24.30%	\$49,129,512	\$2,675,333	5.76%	24.15%
Weedtail	\$631,927	\$2,807,603	\$2,855,307	1.49%	\$3,396,242	\$540,935	18.94%	1.67%
Restaurant / Bar	\$35,451,284	\$38,782,734	\$42,405,824	22.18%	\$46,103,797	\$3,697,973	8.72%	22.66%
Short-Term Lodging	\$52,309,502	\$59,003,250	\$65,884,658	34.46%	\$72,685,525	\$6,800,868	10.32%	35.73%
Grocery / Liquor	\$17,121,075	\$17,296,856	\$18,192,211	9.52%	\$19,470,057	\$1,277,846	7.02%	9.57%
Construction	\$3,108,608	\$3,507,650	\$6,597,897	3.45%	\$5,146,846	(\$1,451,050)	-21.99%	2.53%
Utility	\$8,286,773	\$8,680,515	\$8,291,362	4.34%	\$6,017,409	(\$2,273,953)	-27.43%	2.96%
Other*	\$315,937	\$458,591	\$496,896	0.26%	\$1,498,364	\$1,001,468	201.54%	0.74%
<b>Total</b>	<b>\$160,106,020</b>	<b>\$172,603,664</b>	<b>\$191,178,333</b>	<b>100.00%</b>	<b>\$203,447,753</b>	<b>\$12,269,420</b>	<b>6.42%</b>	<b>100.00%</b>

\* Other includes activities in Automobiles and Undefined Sales.



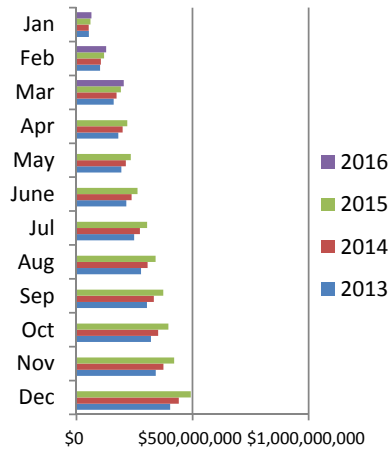
#### New Items of Note:

- March net taxable sales are currently ahead of March 2015 by 4.52%.
- For March 2016, with the exception of Utility and Construction, all sectors were up over March 2015.
- Construction experienced a 12.75% decline from March of 2015. Several large projects were underway during March 2015 that resulted in a spike in sales tax remittances during this time. March 2016 is up 65% from March 2014.
- Distribution of disposable bags experienced a 14.83% increase, as compared to March 2015.

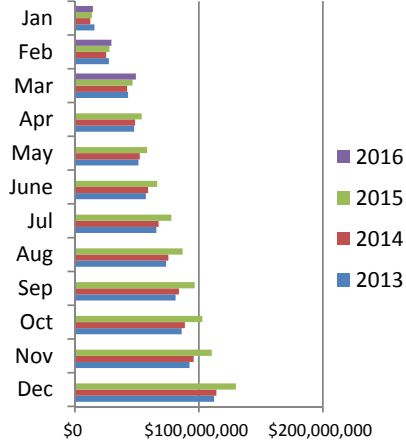
#### Continuing Items of Note:

- 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, hence the decline versus prior year in January 2016.
- 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 20<sup>th</sup> 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 remain high due to returns that have yet to be classified. Staff is still awaiting clarification from the vendor. Much of this category will be reclassified to other sectors as more information becomes available.

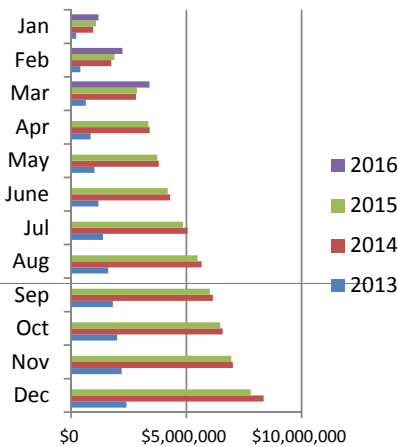
## Net Taxable Sales by Sector - Town of Breckenridge Tax Base



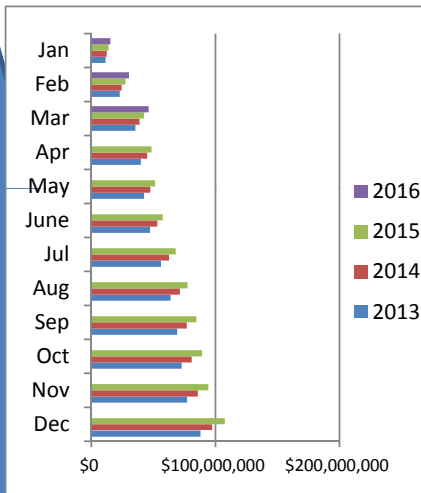
Total Net Taxable Sales					
	2013	2014	2015	2016	% change from PY
Jan	\$53,196,204	\$52,701,734	\$59,773,800	\$63,883,328	6.88%
Feb	\$48,212,890	\$52,457,008	\$58,619,822	\$63,491,479	8.31%
Mar	\$58,696,927	\$67,444,923	\$72,784,711	\$76,072,945	4.52%
Apr	\$19,725,109	\$25,766,076	\$27,356,974	\$0	n/a
May	\$13,073,650	\$14,157,024	\$15,629,752	\$0	n/a
Jun	\$21,732,971	\$24,878,610	\$28,592,950	\$0	n/a
Jul	\$33,582,285	\$36,060,786	\$41,650,532	\$0	n/a
Aug	\$29,886,870	\$32,627,466	\$36,416,226	\$0	n/a
Sep	\$25,320,386	\$26,931,423	\$33,254,289	\$0	n/a
Oct	\$17,136,613	\$18,979,794	\$21,480,728	\$0	n/a
Nov	\$20,657,502	\$22,756,942	\$25,257,300	\$0	n/a
Dec	\$61,947,267	\$65,736,658	\$71,232,188	\$0	n/a
<b>Total</b>	<b>\$403,168,672</b>	<b>\$440,498,443</b>	<b>\$492,049,273</b>	<b>\$203,447,753</b>	



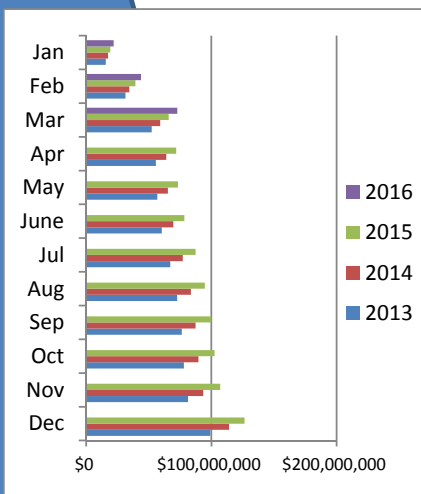
Retail					
	2013	2014	2015	2016	% change from PY
Jan	\$15,686,384	\$12,343,740	\$13,703,922	\$14,496,458	5.78%
Feb	\$11,732,612	\$12,777,141	\$14,121,523	\$14,948,086	5.85%
Mar	\$15,461,918	\$16,945,585	\$18,628,734	\$19,684,968	5.67%
Apr	\$4,938,169	\$6,505,326	\$7,386,399	\$0	n/a
May	\$3,410,670	\$3,662,143	\$4,419,268	\$0	n/a
Jun	\$5,966,998	\$6,733,025	\$8,097,818	\$0	n/a
Jul	\$8,462,089	\$8,542,385	\$11,525,564	\$0	n/a
Aug	\$7,881,973	\$7,859,237	\$9,020,538	\$0	n/a
Sep	\$7,633,073	\$8,501,602	\$9,704,499	\$0	n/a
Oct	\$4,956,541	\$4,831,506	\$6,189,654	\$0	n/a
Nov	\$6,304,921	\$7,028,532	\$7,628,916	\$0	n/a
Dec	\$19,894,509	\$18,422,580	\$19,467,470	\$0	n/a
<b>Total</b>	<b>\$112,329,857</b>	<b>\$114,152,801</b>	<b>\$129,894,305</b>	<b>\$49,129,512</b>	



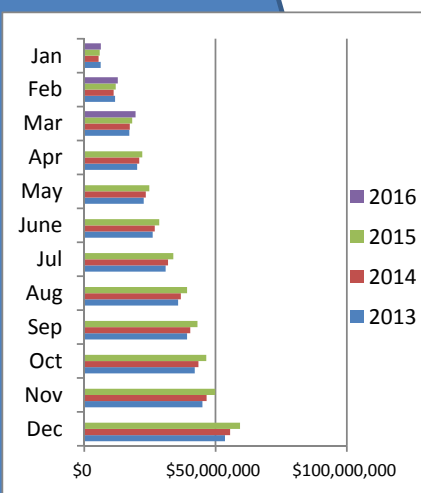
Weedtail					
	2013	2014	2015	2016	% change from PY
Jan	\$213,016	\$951,609	\$1,069,983	\$1,181,014	10.38%
Feb	\$182,322	\$787,796	\$809,146	\$1,045,184	29.17%
Mar	\$236,589	\$1,068,198	\$976,179	\$1,170,045	19.86%
Apr	\$207,583	\$597,513	\$496,701	\$0	n/a
May	\$165,344	\$397,864	\$376,877	\$0	n/a
Jun	\$173,564	\$493,672	\$463,026	\$0	n/a
Jul	\$198,017	\$755,747	\$659,118	\$0	n/a
Aug	\$226,347	\$612,329	\$638,780	\$0	n/a
Sep	\$203,715	\$482,512	\$524,591	\$0	n/a
Oct	\$189,368	\$425,385	\$453,781	\$0	n/a
Nov	\$192,819	\$443,172	\$476,602	\$0	n/a
Dec	\$205,254	\$1,336,055	\$846,691	\$0	n/a
<b>Total</b>	<b>\$2,393,937</b>	<b>\$8,351,852</b>	<b>\$7,791,474</b>	<b>\$3,396,242</b>	



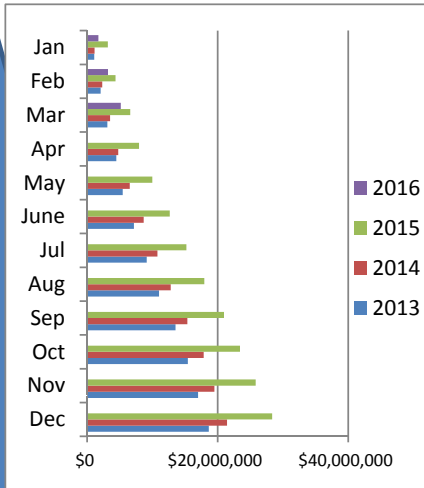
Restaurant / Bar					% change
	2013	2014	2015	2016 from PY	
Jan	\$11,412,977	\$12,283,855	\$13,756,348	\$15,275,450	11.04%
Feb	\$11,353,390	\$12,044,982	\$13,617,968	\$14,928,109	9.62%
Mar	\$12,684,916	\$14,453,897	\$15,031,507	\$15,900,238	5.78%
Apr	\$4,317,803	\$6,149,352	\$6,022,994	\$0	n/a
May	\$2,572,718	\$2,422,248	\$2,804,283	\$0	n/a
Jun	\$5,007,081	\$5,691,668	\$6,296,506	\$0	n/a
Jul	\$8,712,884	\$9,444,340	\$10,363,673	\$0	n/a
Aug	\$7,759,018	\$8,835,830	\$9,542,828	\$0	n/a
Sep	\$5,310,950	\$5,536,488	\$7,142,424	\$0	n/a
Oct	\$3,520,805	\$3,918,910	\$4,582,986	\$0	n/a
Nov	\$4,423,462	\$4,974,064	\$5,114,804	\$0	n/a
Dec	\$10,778,967	\$11,625,271	\$13,193,946	\$0	n/a
<b>Total</b>	<b>\$87,854,971</b>	<b>\$97,380,905</b>	<b>\$107,470,270</b>	<b>\$46,103,797</b>	



Short-Term Lodging					% change
	2013	2014	2015	2016 from PY	
Jan	\$15,582,400	\$17,365,611	\$19,165,490	\$21,817,483	13.84%
Feb	\$15,753,141	\$16,985,778	\$20,131,050	\$21,918,943	8.88%
Mar	\$20,973,961	\$24,651,862	\$26,588,118	\$28,949,099	8.88%
Apr	\$3,275,044	\$4,919,926	\$5,944,790	\$0	n/a
May	\$1,235,762	\$1,277,562	\$1,382,412	\$0	n/a
Jun	\$3,498,800	\$4,296,797	\$5,201,435	\$0	n/a
Jul	\$6,820,926	\$7,584,665	\$8,909,638	\$0	n/a
Aug	\$5,460,460	\$6,486,867	\$7,375,141	\$0	n/a
Sep	\$3,674,112	\$3,792,123	\$5,138,782	\$0	n/a
Oct	\$1,761,055	\$2,309,997	\$2,704,866	\$0	n/a
Nov	\$3,223,864	\$3,755,231	\$4,435,957	\$0	n/a
Dec	\$17,832,524	\$20,619,401	\$19,467,470	\$0	n/a
<b>Total</b>	<b>\$99,092,050</b>	<b>\$114,045,820</b>	<b>\$126,445,149</b>	<b>\$72,685,525</b>	



Grocery / Liquor					% change
	2013	2014	2015	2016 from PY	
Jan	\$6,202,934	\$5,396,818	\$5,825,759	\$6,250,584	7.29%
Feb	\$5,467,845	\$5,757,724	\$6,069,614	\$6,449,794	6.26%
Mar	\$5,450,296	\$6,142,314	\$6,296,838	\$6,769,678	7.51%
Apr	\$2,961,839	\$3,595,471	\$3,836,903	\$0	n/a
May	\$2,527,522	\$2,494,938	\$2,724,433	\$0	n/a
Jun	\$3,378,079	\$3,390,186	\$3,735,382	\$0	n/a
Jul	\$4,954,538	\$5,095,846	\$5,388,915	\$0	n/a
Aug	\$4,740,776	\$4,876,297	\$5,231,601	\$0	n/a
Sep	\$3,465,647	\$3,605,574	\$3,997,242	\$0	n/a
Oct	\$2,930,066	\$3,098,289	\$3,344,571	\$0	n/a
Nov	\$2,869,439	\$3,093,789	\$3,375,304	\$0	n/a
Dec	\$8,615,250	\$8,996,820	\$9,500,929	\$0	n/a
<b>Total</b>	<b>\$53,564,231</b>	<b>\$55,544,066</b>	<b>\$59,327,490</b>	<b>\$19,470,057</b>	

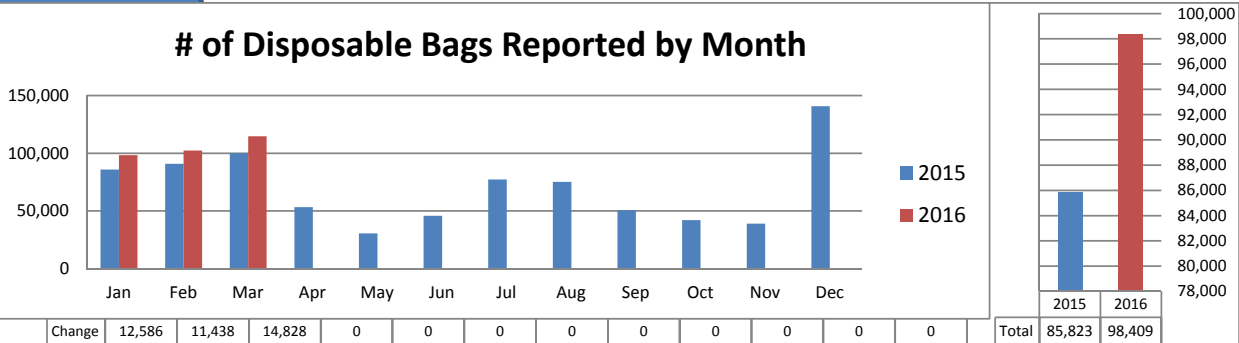


Construction					
	2013	2014	2015	2016 from PY	% change
Jan	\$1,096,667	\$1,138,573	\$3,174,067	\$1,723,041	-45.72%
Feb	\$977,818	\$1,182,623	\$1,179,476	\$1,465,642	24.26%
Mar	\$1,034,123	\$1,186,455	\$2,244,354	\$1,958,163	-12.75%
Apr	\$1,357,164	\$1,270,206	\$1,361,314	\$0	n/a
May	\$993,329	\$1,757,354	\$2,029,336	\$0	n/a
Jun	\$1,710,207	\$2,123,154	\$2,676,391	\$0	n/a
Jul	\$1,969,562	\$2,106,267	\$2,531,413	\$0	n/a
Aug	\$1,880,871	\$2,041,386	\$2,766,322	\$0	n/a
Sep	\$2,511,437	\$2,540,056	\$2,999,004	\$0	n/a
Oct	\$1,888,749	\$2,512,538	\$2,466,852	\$0	n/a
Nov	\$1,573,652	\$1,644,221	\$2,388,504	\$0	n/a
Dec	\$1,649,732	\$1,936,113	\$2,533,593	\$0	n/a
<b>Total</b>	<b>\$18,643,312</b>	<b>\$21,438,946</b>	<b>\$28,350,626</b>	<b>\$5,146,846</b>	

### Disposable Bag Fees

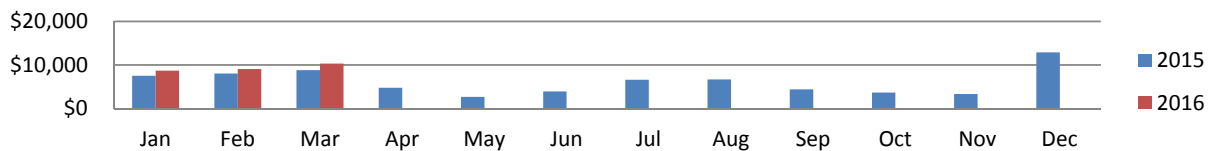
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage 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.

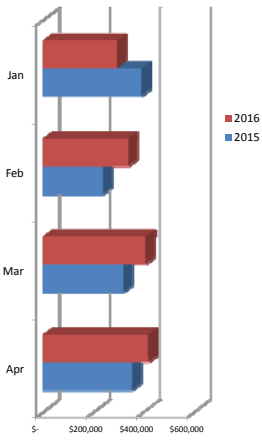
## Real Estate Transfer Tax

### New Items of Note:

- Revenue for the month of April was ahead of prior year by 18.52% and surpassed the monthly budget by \$101,593.
- Year to date, revenue is ahead of prior year by 12.01%, and has surpassed budget by \$293,709.
- Single Family Home sales account for the majority of the sales (37.78%), with Timeshare sales holding second position of highest sales (24.83%) subject to the tax. Condominium sales remains at third place in sales level year-to-date.
- 2016 YTD churn is down 17.15% from prior year.

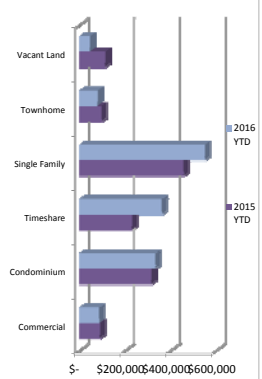
### Continuing Items of Note:

- 2016 Real Estate Transfer Tax budget is based upon the monthly distribution for 2014.



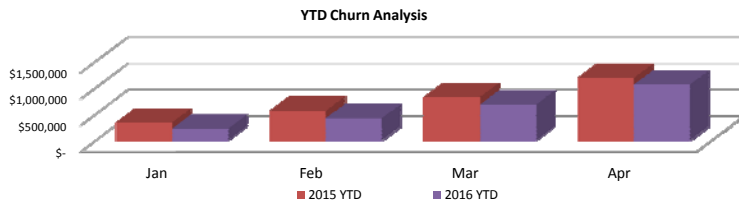
Total RETT						
	2014	2015	2016	% change	2016 Budget	+/- Budget
Jan	\$242,770	\$390,189	\$293,839	-24.69%	\$223,532	\$70,307
Feb	\$311,353	\$239,023	\$338,604	41.66%	\$286,680	\$51,924
Mar	\$367,107	\$320,123	\$407,901	27.42%	\$338,016	\$69,885
Apr	\$343,886	\$352,876	\$418,228	18.52%	\$316,635	\$101,593
May	\$461,783	\$465,365	\$191,014	-58.95%	\$425,189	-\$234,175
Jun	\$246,452	\$395,675	\$0	n/a	\$226,922	n/a
Jul	\$409,671	\$341,504	\$0	n/a	\$377,207	n/a
Aug	\$436,174	\$479,287	\$0	n/a	\$401,610	n/a
Sep	\$463,305	\$622,189	\$0	n/a	\$426,591	n/a
Oct	\$495,973	\$1,018,439	\$0	n/a	\$456,670	n/a
Nov	\$387,739	\$376,431	\$0	n/a	\$357,013	n/a
Dec	\$438,700	\$467,631	\$0	n/a	\$403,936	n/a
Total	\$4,604,914	\$5,468,732	\$1,649,586		\$4,240,001	

\*May #'s are as of 05/16/2016



by Category					
Description	2015 YTD	2016 YTD	\$ change	% change	% of Total
Commercial	\$ 89,050	\$ 86,170	(2,880)	-3.23%	5.91%
Condominium	315,339	334,271	18,932	6.00%	22.92%
Timeshare	229,293	362,202	132,909	57.96%	24.83%
Single Family	457,732	551,101	93,369	20.40%	37.78%
Townhome	98,482	79,920	(18,562)	-18.85%	5.48%
Vacant Land	112,314	44,909	(67,405)	-60.01%	3.08%
Total	\$ 1,302,210	\$ 1,458,572	156,362	12.01%	100.00%

\* YTD as of April 30



# General Fund Revenues Summary

April 30, 2016

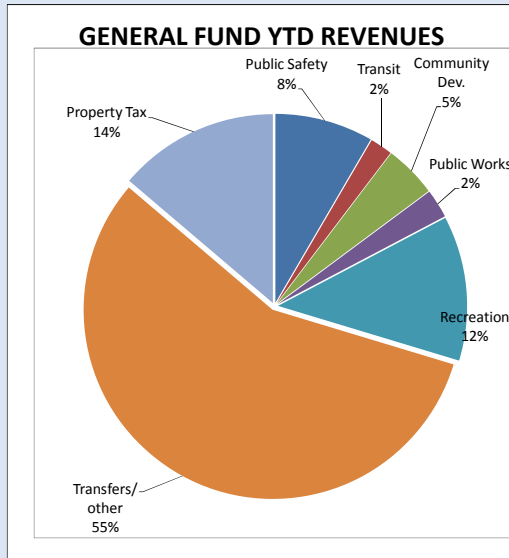
These next two pages report on 2016 year to date financials for the General Fund. This area contains most "Government Services," such as public works, police, community development, planning, recreation, facilities, and administrative functions.

**General Fund Revenue:** At the end of March, the Town's General Fund was at 105% of YTD budget (\$8.8M actual vs. \$8.4M budgeted). Most departments are performing ahead of budget.

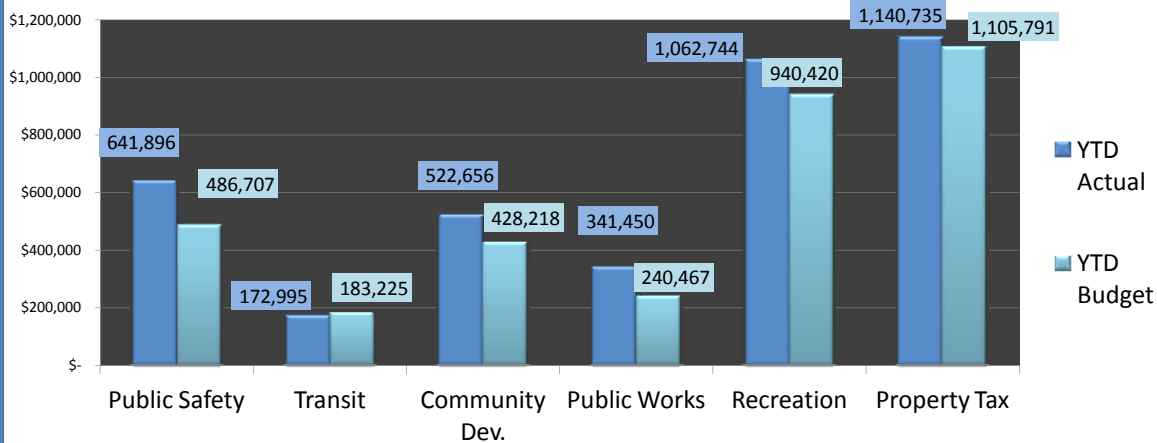
Public Safety continues to stay ahead of budget due to parking revenues (pay parking, permits and tickets).

Community Development revenue continues to outpace budget and prior year levels. As of April 30, CD revenue is up 22% over YTD budget.

Recreation is ahead of budget primarily due to Nordic Center Operations, which finished the season \$42K (43%) over budget.



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



## General Fund Expenditures Summary

April 30, 2016

The General Fund at April 30, 2016 is at 72% of budgeted expense (\$6.5M actual vs. \$9M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Transit, Recreation, Public Works, Community Development, and Administration).

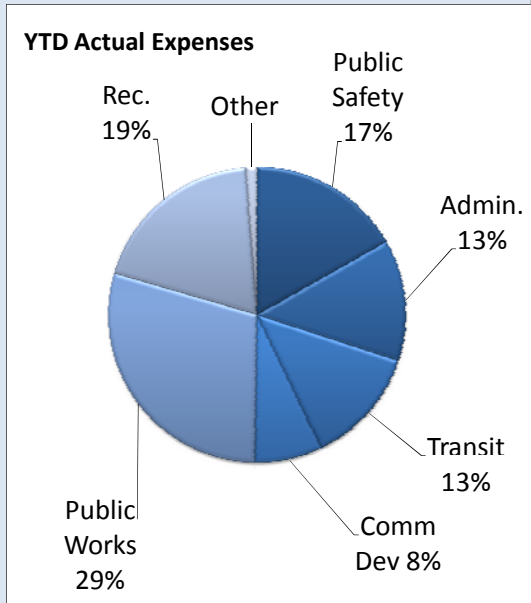
**Variance Explanations:**

Department variances are primarily due to open positions.

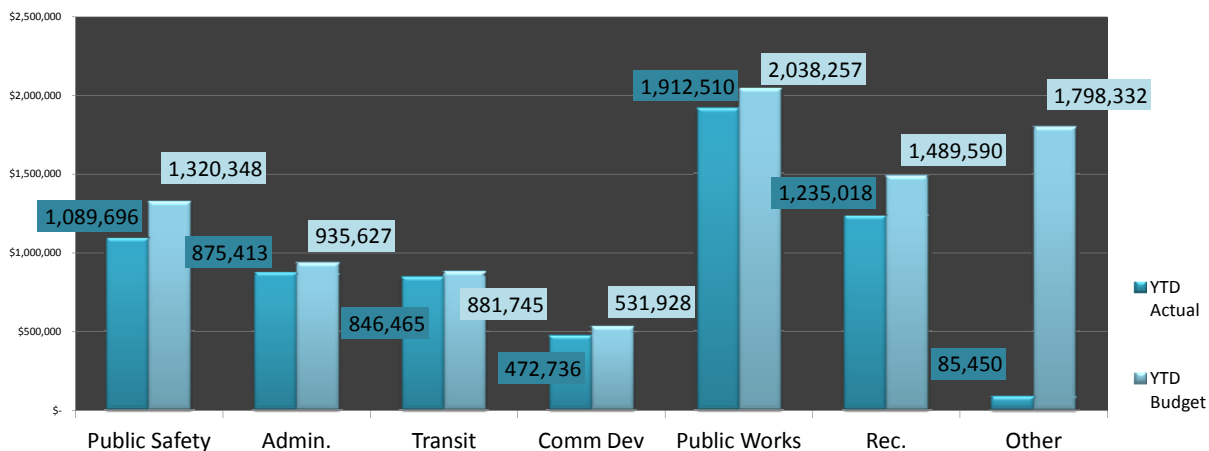
Recreation is under budget due to open positions and utility expenses.

"Other" category is under budget due to the solar garden purchase which was budgeted but is not anticipated to occur (\$500K) as well as the addition of the 318 N Main Street purchase (\$1.2M) to the budget. Without this variance, the General Fund would be at 84% of budgeted expenditures.

The 318 N Main purchase occurred in May and will be included in next month's financial report.



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



# Combined Statement of Revenues and Expenditures

## All Funds April 30, 2016

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
<b>General Governmental</b>				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 13,616,504	\$ 12,011,578	113%	\$ 35,796,421
2 Special Revenue	2,994,965	3,242,141	92%	7,683,102
3 Internal Service	1,251,053	1,975,657	63%	5,870,668
<b>4 Subtotal General Governmental</b>	<b>\$ 17,862,523</b>	<b>\$ 17,229,376</b>	<b>104%</b>	<b>\$ 49,350,191</b>
5 Capital Projects	334,981	33,332	1005%	339,996
<b>Enterprise Funds</b>				
6 Utility Fund	2,080,916	1,926,946	108%	5,598,070
7 Golf	50,006	34,352	146%	2,569,472
8 Cemetery	6,500	14,950	43%	25,116
<b>9 Subtotal Enterprise Funds</b>	<b>\$ 2,137,422</b>	<b>\$ 1,976,248</b>	<b>108%</b>	<b>\$ 8,192,658</b>
<b>10 TOTAL REVENUE</b>	<b>20,334,926</b>	<b>19,238,956</b>	<b>106%</b>	<b>57,882,845</b>
11 Internal Transfers	14,575,745	14,473,986	101%	29,134,469
<b>12 TOTAL REVENUE incl. x-fers</b>	<b>\$ 34,910,672</b>	<b>\$ 33,712,942</b>	<b>104%</b>	<b>\$ 87,017,314</b>
<b>EXPENDITURES</b>				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
<b>General Governmental</b>				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 8,368,836	\$ 11,147,620	75%	\$ 29,996,614
2 Special Revenue	4,644,090	3,019,433	154%	14,716,109
3 Internal Service	1,247,535	1,330,968	94%	6,177,706
<b>4 Subtotal General Governmental</b>	<b>\$ 14,260,460</b>	<b>\$ 15,498,021</b>	<b>92%</b>	<b>\$ 50,890,429</b>
5 Capital Projects	1,423,277	6,944,000	20%	6,944,000
<b>Enterprise Funds</b>				
6 Utility Fund	982,564	996,614	99%	5,883,850
7 Golf	346,393	832,324	42%	2,917,511
8 Cemetery	0	2,484	0%	13,572
<b>9 Subtotal Enterprise Funds</b>	<b>\$ 1,328,957</b>	<b>\$ 1,831,422</b>	<b>73%</b>	<b>\$ 8,814,933</b>
<b>10 TOTAL EXPENDITURES</b>	<b>17,012,694</b>	<b>24,273,443</b>	<b>70%</b>	<b>66,649,362</b>
11 Internal Transfers	14,575,745	14,473,990	101%	29,134,481
<b>12 TOTAL EXPENDITURES incl. x-fers</b>	<b>\$ 31,588,440</b>	<b>\$ 38,747,433</b>	<b>82%</b>	<b>\$ 95,783,843</b>
<b>13 TOTAL REVENUE less EXPEND.</b>	<b>\$ 3,322,232</b>	<b>\$ (5,034,491)</b>	<b>N/A</b>	<b>\$ (8,766,529)</b>

**General Governmental Funds** - General, Excise, Child Care, Marijuana and Special Projects  
**Special Revenue Funds** - Marketing, Affordable Housing, Open Space, and Conservation Trust  
**Internal Service Funds** - Garage, Information Technology (IT), and Facilities



## ALL FUNDS REPORT

April 30, 2016

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

### **Governmental Funds:**

#### **General Fund:**

- Revenue:
  - Exceeded budget by \$700K. Please see General Fund Revenue page for more detail.
- Expense:
  - Under budget by \$2.5M. See General Fund Expense page of this report for more details.

#### **Excise Fund:**

- Revenue:
  - Ahead of budget by \$1M-see Executive Summary or Tax Basics for more information.

#### **Capital Fund:**

- Revenue:
  - The Combined Statement does not include transfers (appx. \$6.6M).
- Expense:
  - Under budget due to timing: expenditures budgeted at 100% but spending varies over the duration of the projects.

### **Special Revenue Funds:**

- Variances are due to Affordable Housing Pine Wood 2 construction expenses.

### **Enterprise Funds:**

#### **Utility:**

- Revenue:
  - Over budget due to PIFs.

#### **Golf:**

- Expense:
  - Under budget due to capital expenditures which have not yet taken place.

### **Internal Service Funds:**

- Expense:
  - Under budget due to timing of Garage Fund grant revenues budgeted but not yet received.

### **Fund Descriptions:**

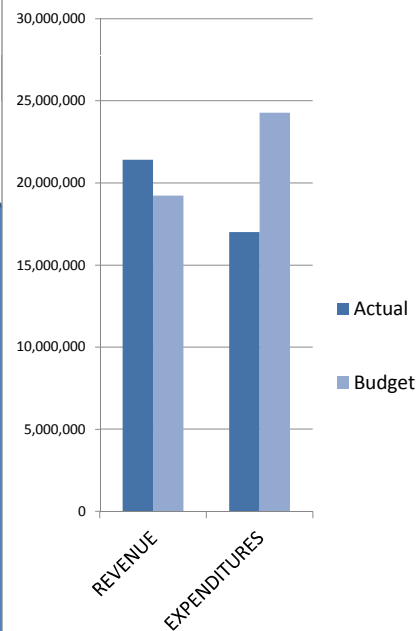
General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

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

Enterprise Funds: Golf, Utility, Cemetery

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

YTD Actual Revenues and Expenditures vs. Budget



# Memorandum

TO: Breckenridge Town Council  
FROM: James Phelps, Public Works Assistant Director  
DATE: 5-18-16 (for 5/24/16 TC Work session)  
SUBJECT: Save-as-you-Recycle (aka Pay-as-you-throw) Solid Waste & Recycling Program

## **Background**

Breckenridge Town Council adopted the Sustainable Breck Plan in July of 2011 that includes a goal of 40-75% diversion of waste (trash, recycling, compost) from the landfill by the year 2020. In 2015, Summit County and Breckenridge diverted 23% of our waste from the landfill. Breckenridge's recycling only rate is currently 11%, compared to the national recycling rate of 21%. In Breckenridge, compost is not currently offered by all waste haulers. This remains an area to evaluate for feasibility for an additional percentage increase of waste diversion. Local recycling rates have been stagnant or declining in recent years, despite many efforts to increase recycling. Many communities locally have implemented programs that are specific to increasing their waste diversion. A program that has been shown to double diversion rates is a Pay-as-you-throw program or Save-as-you-recycle (SAYR) program. A SAYR program is different than conventional waste collection, in that it treats trash service just like electricity, gas, and other utilities where households pay a variable rate depending on the volume of trash thrown or disposed. Recycling service is embedded with one bill and there is no itemization of the different waste streams. More than 7100 communities across the country have implemented PAYT programs. In Colorado, multiple communities have PAYT programs include Front Range communities; Vail, Aspen, Golden, and Mountain Village. Prior to program implementation in 2014, Vail's recycling rate was 9%. After implementation, Vail's recycling rate is now over 19%.

## **Proposal**

The proposal would recommend that the Breckenridge Town Council pursue a SAYR program in Breckenridge that draws on existing ordinances as a model for a new Solid Waste Ordinance. This ordinance would establish policy and infrastructure to support recycling by all residential, multi-family and commercial customers and haulers in the Town of Breckenridge (ToB). The goal is to reduce the town's impact on the environment by decreasing waste deposited in the landfill, energy consumed and carbon emissions, and ensures ongoing waste diversion education in the community.

First steps would include selecting a stakeholder committee group to effectively design a SAYR program for the community. The committee would be made up of Town stakeholders, Town Staff, High Country Conservation (HC3), Summit County staff, waste haulers, etc. The goal of the stakeholder group would be to identify and address potential issues/challenges while keeping the main goal of developing a Save-as-you-recycle program and new Town Solid Waste Ordinance.

Town Staff and HC3 recently met with Town of Vail and discussed what they did to implement their SAYR program. The proposed project budget is \$175,000.00 and is based on Vail's experience. The project budget could be budgeted over two years. This amount would include: an education and outreach campaign for residents businesses and visitors (50K); potential rebates for residents and business during implementation period (100K); an intern to assist staff with education and outreach (25K), as well as to assist businesses directly with implementation and potential upgrade of Town Owned facilities (??).

**Potential ordinance requirements may include:**

- Waste haulers are licensed by ToB and must comply with ordinance and provide Bi-Annual reporting to Town on amount of recycling and trash collected.
- Haulers must provide recycling service as often as trash service. If trash service is provided weekly to residents, they must also offer recycling service weekly.
- Recycling is required for both residents and commercial businesses.
- Residential curbside collection requires 32, 64, or 96-gallon wildlife-resistant trash bin. Each bin size costs 80% more than the next smaller size.
- Residential curbside collection includes recycling in the cost of trash service. In other words, haulers do not charge additional fees for curbside collection of recycling.
- Commercial businesses and multi-family units must provide recycling in common areas and near their trash (i.e. in existing dumpster enclosures).

**Potential issues/challenges (not limited to this list) would be addressed by the stakeholder group.**

- Hauler implementation challenges
- Glass Recycling – Dual Stream
- Violations and Enforcement
- Evaluate Compost as part of Program
- Lack of space for businesses (including lodging and HOA-managed properties) to add recycling
- Program communication to businesses, residents, visitors, guests
- Public concern about changes to trash/recycling service and need to buy new bins
- Program Reporting & Metric Compliance

**SAYR - proposed timeline:**

- June – Identify SAYR stakeholder committee members
- July –October- Conduct stakeholder meetings
- July –September
  - HC3/Town to host public forum for residents on proposed SAYR program.
  - Stakeholder committee representatives present to Breckenridge Lodging Association and Breckenridge Restaurant Association.
- October– Staff to draft SAYR ordinance
- December Adopt Solid Waste Ordinance
- Effective Ordinance – June 01, 2017

Town Staff & High Country Conservation Center (HC3) will be present to address questions of Town Council.



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## MEMORANDUM

**TO:** Town Council  
**FROM:** Chris Kulick, AICP  
**DATE:** May 18, 2016 (For May 24, 2016)  
**SUBJECT:** Town Project: Outdoor Ice Arena Roof

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The Outdoor Ice Arena Roof is being reviewed as a Town Project. All public noticing requirements for the approval of a Town Project have been fulfilled as required under the adopted Town Projects Ordinance amendment (by Council Bill No. 1, Series 2013).

The proposal is to construct a standing seam metal roof over the existing outdoor ice rink. The proposed structure will sit on the existing footings and re-use the existing fabric shades to reduce glare along the sides of the rink.

The Planning Commission held a hearing on May 17th. There was no public comment and the Planning Commission recommended the Town Council approve the Outdoor Ice Arena Town Project (with a vote of 7-0).

Attached to this memo is a complete staff report, substantially the same as presented to the Planning Commission and attachments including site plan and point analysis with a passing score of positive two (+2) points and findings.

If the Council agrees with the Planning Commission's recommendation, a motion for approval is provided below.

*I make a motion to approve the Outdoor Ice Rink Roof Town Project located at 189 Boreas Pass Road, PL-2016-0143 with a passing point analysis of positive two (+2) points and the attached Findings.*

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

## Town Council Staff Report

**Subject:** Outdoor Ice Arena Roof  
(Town Project Hearing – PL-2016-0143)

**Proposal:** To construct a standing seam metal roof over the existing outdoor ice rink. The proposed structure will sit on the existing footings and re-use the existing fabric shades to reduce glare along the sides of the rink.

**Date:** May 18, 2016 (For meeting of May 24, 2016)

**Project Manager:** Chris Kulick, AICP

**Applicant:** Town of Breckenridge - Scott Reid, Director of Recreation

**Owner:** Town of Breckenridge

**Agent:** Tim Gerken, Matthew Stais Architects

**Address:** 189 Boreas Pass Road

**Legal Description:** Block 2, Rodeo Grounds Subdivision

**Land Use District:** 28: Residential/Lodging  
10 Units per Acre

**Site Area:** 23.2 acres

**Site Conditions:** The outdoor ice arena is located in the center of Block 2; north is the indoor ice arena and Highline Railroad Park, south is parking and the Illinois Creek trailhead, and west is open space and wetlands. The existing outdoor ice arena space is presently developed and flat.

**Adjacent Uses:** North: Single Family Homes  
East: Parking & Trailhead  
South: Open Space  
West: Indoor Ice Arena

**Height:** Recommended: 38'  
Proposed: 27' 8"

### Item History

The Planning Commission reviewed this application at a Town project hearing at their May 17th meeting.

## Staff and Planning Commission Comments

**Land Use (Policies 2/A & 2/R):** The outdoor ice rink is an existing use and we do not find that this use is in conflict with any existing or desired uses for this area. The Planning Commission has no concerns with the continued use of the outdoor ice arena.

**Recreation (20/R):** This policy encourages public recreation amenities. The proposed roof will improve recreation in the community by extending the outdoor arena's usable season and will improve the skating surface by providing protection from weather. For these reasons, Planning Commission recommends the allocation of positive three (+3) points for this project. This is consistent with the positive three points (+3) points given to improvement projects for other existing recreational facilities such as the skate park and turf field.

**Architectural Compatibility (5/A & 5/R):** The proposal will use non-reflective standing seam steel roof panels ("Antique Bronze"), electro-coated steel support beams ("gray oxide") and reuse the existing dark green fabric shades on the structure's exposed facades. Both the roofing material and support beams match the materials and colors used on the existing indoor ice arena. The Commission is supportive of proposed material and color choices as they will create architectural symmetry between the indoor and outdoor ice arenas.

**Exterior Lighting (Sec. 9-12):** Per Sec. 9-12, 5. *Recreational Facilities: Lighting for fields, courts or tracks shall not exceed maximum luminance criteria as defined by the Illuminating Engineering Society Of North America (IESNA). Exterior sports arenas with exterior luminaries for the playing area shall be extinguished by ten o'clock (10:00) P.M. or within one-half (1/2) hour after the conclusion of the final event of the day, whichever is later. The remainder of the facility lighting, except for reasons of security, shall be extinguished at ten o'clock (10:00) P.M. or within one hour after the event, whichever is later.* Lighting for the outdoor ice arena will meet the maximum luminance criteria as defined by the Illuminating Engineering Society Of North America (IESNA) and will abide by the exterior lighting policy for recreational facilities Section 9-1-12-12(5).

**Building Height (6/A & 6/R):** The proposed roof at its highest point is 27' 8", this is more than 10' lower than the recommended maximum height for District 28 of 38'. Buildings are encouraged to provide broken, interesting roof forms that step down at the edges. Long, unbroken ridgelines, of fifty feet (50') or longer, are discouraged. The proposed roof design has an unbroken ridgeline that is 216' long. The Commission supported assigning negative one (-1) point for having an unbroken ridgeline greater than 50'.

**Site and Environmental Design (7/R):** There is no new ground disturbance proposed with this application. The arena's existing concrete footers will be used to anchor the new support structure for the roof. The footprint of the proposed roof is slightly larger than the existing shading system footprint. The proposed roof is 22,565 sq. ft. compared to the existing shade structure's 21,450 sq. ft. footprint, resulting in an increase of 1,115 sq. ft. Most of the additional square footage (860 sq. ft.) is the portion that extends over the existing lobby. The Commission voiced no concerns over the minimal site and environmental design associated with the proposed roof.

**Drainage (27/A & 27/R):** No additional drainage improvements are proposed with this application. The pitch of proposed roof is designed to hold snow and have it melt off over time. The Town's Engineering staff has reviewed the proposal and is comfortable with site's existing drainage design handling the proposed roof and does not find that additional impact to the wetlands are present.

**Placement of Structures (9/A & 9/R):** Since the proposed roof is designed to use existing footers there is no change to the existing setbacks. There were no Planning Commission concerns.

**Point Analysis (Section: 9-1-17-3):** The Planning Commission supports the final point analysis for this application which warrants negative one (-1) point under Policy 6/R – Building Height and recommends positive three (+3) points under Policy 20/R-Recreation, for a passing point analysis of positive two (+2) points. The application was found to meet all Absolute policies.

**Planning Commission Recommendation**

At their May 17 meeting, the Planning Commission recommended (with a vote of 7-0) that the Town Council approve the Outdoor Ice Rink Roof located at 189 Boreas Pass Road, PL-2016-0143 with a passing point analysis of positive two (+2) points and the attached Findings.

**Recommended Town Council Motion:**

I make a motion to approve the Outdoor Ice Rink Roof Town Project located at 189 Boreas Pass Road, PL-2016-0143 with a passing point analysis of positive two (+2) points and the attached Findings.

<b>Final Hearing Impact Analysis</b>				
Project:	Outdoor Ice Arena Roof	<b>Positive</b>	<b>Points</b>	<b>+3</b>
PC#	PL-2016-0143			
Date:	5/5/2016	<b>Negative</b>	<b>Points</b>	<b>- 1</b>
Staff:	Chris Kulick, AICP			
		<b>Total</b>	<b>Allocation:</b>	<b>+2</b>
Items left blank are either not applicable or have no comment				
<b>Sect.</b>	<b>Policy</b>	<b>Range</b>	<b>Points</b>	<b>Comments</b>
1/A	<b>Codes, Correlative Documents &amp; Plat Notes</b>	Complies		
2/A	<b>Land Use Guidelines</b>	Complies		
2/R	Land Use Guidelines - Uses	4x(-3/+2)		
2/R	Land Use Guidelines - Relationship To Other Districts	2x(-2/0)		
2/R	Land Use Guidelines - Nuisances	3x(-2/0)		
3/A	<b>Density/Intensity</b>	Complies		
3/R	Density/ Intensity Guidelines	5x (-2>-20)		
4/R	Mass	5x (-2>-20)		
5/A	<b>Architectural Compatibility / (Historic Above Ground Density)</b>	Complies		
5/R	Architectural Compatibility - Aesthetics	3x(-2/+2)		
5/R	Architectural Compatibility / Conservation District	5x(-5/0)		
5/R	Architectural Compatibility H.D. / Above Ground Density 12 UPA	(-3>-18)		
5/R	Architectural Compatibility H.D. / Above Ground Density 10 UPA	(-3>-6)		
6/A	<b>Building Height</b>	Complies		
6/R	Relative Building Height - General Provisions	1X(-2,+2)		
	For all structures except Single Family and Duplex Units outside the Historic District			
6/R	Building Height Inside H.D. - 23 feet	(-1>-3)		
6/R	Building Height Inside H.D. - 25 feet	(-1>-5)		
6/R	Building Height Outside H.D. / Stories	(-5>-20)		
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)		
	For all Single Family and Duplex Units outside the Conservation District			
6/R	Density in roof structure	1x(+1/-1)		
6/R	Broken, interesting roof forms that step down at the edges	1x(+1/-1)	- 1	The proposed roof design has an unbroken ridgeline that is 216' long. Staff recommends assigning negative one (-1) point for having an unbroken ridgeline greater than 50'.
6/R	Minimum pitch of eight in twelve (8:12)	1x(0/+1)		
7/R	Site and Environmental Design - General Provisions	2X(-2/+2)		
7/R	Site and Environmental Design / Site Design and Grading	2X(-2/+2)		
7/R	Site and Environmental Design / Site Buffering	4X(-2/+2)		
7/R	Site and Environmental Design / Retaining Walls	2X(-2/+2)		
7/R	Site and Environmental Design / Driveways and Site Circulation Systems	4X(-2/+2)		
7/R	Site and Environmental Design / Site Privacy	2X(-1/+1)		
7/R	Site and Environmental Design / Wetlands	2X(0/+2)		
7/R	Site and Environmental Design / Significant Natural Features	2X(-2/+2)		
8/A	<b>Ridgeline and Hillside Development</b>	Complies		
9/A	<b>Placement of Structures</b>	Complies		
9/R	Placement of Structures - Public Safety	2x(-2/+2)		
9/R	Placement of Structures - Adverse Effects	3x(-2/0)		
9/R	Placement of Structures - Public Snow Storage	4x(-2/0)		
9/R	Placement of Structures - Setbacks	3x(0/-3)		
12/A	Signs	Complies		
13/A	<b>Snow Removal/Storage</b>	Complies		
13/R	Snow Removal/Storage - Snow Storage Area	4x(-2/+2)		
14/A	<b>Storage</b>	Complies		
14/R	Storage	2x(-2/0)		
15/A	<b>Refuse</b>	Complies		
15/R	Refuse - Dumpster enclosure incorporated in principal structure	1x(+1)		
15/R	Refuse - Rehabilitated historic shed as trash enclosure	1x(+2)		



15/R	Refuse - Dumpster sharing with neighboring property (on site)	1x(+2)		
16/A	Internal Circulation	Complies		
16/R	Internal Circulation / Accessibility	3x(-2/+2)		
16/R	Internal Circulation - Drive Through Operations	3x(-2/0)		
17/A	<b>External Circulation</b>	Complies		
18/A	<b>Parking</b>	Complies		
18/R	Parking - General Requirements	1x(-2/+2)		
18/R	Parking-Public View/Usage	2x(-2/+2)		
18/R	Parking - Joint Parking Facilities	1x(+1)		
18/R	Parking - Common Driveways	1x(+1)		
18/R	Parking - Downtown Service Area	2x(-2/+2)		
19/A	<b>Loading</b>	Complies		
20/R	Recreation Facilities	3x(-2/+2)	+3	The proposed roof will improve recreation in the community by extending the outdoor arena's usable season and will improve the skating surface by providing protection from weather.
21/R	Open Space - Private Open Space	3x(-2/+2)		
21/R	Open Space - Public Open Space	3x(0/+2)		
22/A	<b>Landscaping</b>	Complies		
22/R	Landscaping	2x(-1/+3)		
24/A	<b>Social Community</b>	Complies		
24/A	Social Community / Above Ground Density 12 UPA	(-3>-18)		
24/A	Social Community / Above Ground Density 10 UPA	(-3>-6)		
24/R	Social Community - Employee Housing	1x(-10/+10)		
24/R	Social Community - Community Need	3x(0/+2)		
24/R	Social Community - Social Services	4x(-2/+2)		
24/R	Social Community - Meeting and Conference Rooms	3x(0/+2)		
5/R	Social Community - Conservation District	3x(-5/0)		
24/R	Social Community - Historic Preservation	3x(0/+5)		
24/R	Social Community - Historic Preservation/Restoration - Benefit	+3/6/9/12/15		
25/R	Transit	4x(-2/+2)		
26/A	<b>Infrastructure</b>	Complies		
26/R	Infrastructure - Capital Improvements	4x(-2/+2)		
27/A	<b>Drainage</b>	Complies		
27/R	Drainage - Municipal Drainage System	3x(0/+2)		
28/A	<b>Utilities - Power lines</b>	Complies		
29/A	<b>Construction Activities</b>	Complies		
30/A	<b>Air Quality</b>	Complies		
30/R	Air Quality - wood-burning appliance in restaurant/bar	-2		
30/R	Beyond the provisions of Policy 30/A	2x(0/+2)		
31/A	<b>Water Quality</b>	Complies		
31/R	Water Quality - Water Criteria	3x(0/+2)		
32/A	<b>Water Conservation</b>	Complies		
33/R	Energy Conservation - Renewable Energy Sources	3x(0/+2)		
33/R	Energy Conservation - Energy Conservation	3x(-2/+2)		
	HERS index for Residential Buildings			
33/R	Obtaining a HERS index	+1		
33/R	HERS rating = 61-80	+2		
33/R	HERS rating = 41-60	+3		
33/R	HERS rating = 19-40	+4		
33/R	HERS rating = 1-20	+5		
33/R	HERS rating = 0	+6		
	Commercial Buildings - % energy saved beyond the IECC minimum standards			
33/R	Savings of 10%-19%	+1		
33/R	Savings of 20%-29%	+3		
33/R	Savings of 30%-39%	+4		
33/R	Savings of 40%-49%	+5		
33/R	Savings of 50%-59%	+6		
33/R	Savings of 60%-69%	+7		
33/R	Savings of 70%-79%	+8		
33/R	Savings of 80% +	+9		
33/R	Heated driveway, sidewalk, plaza, etc.	1X(-3/0)		

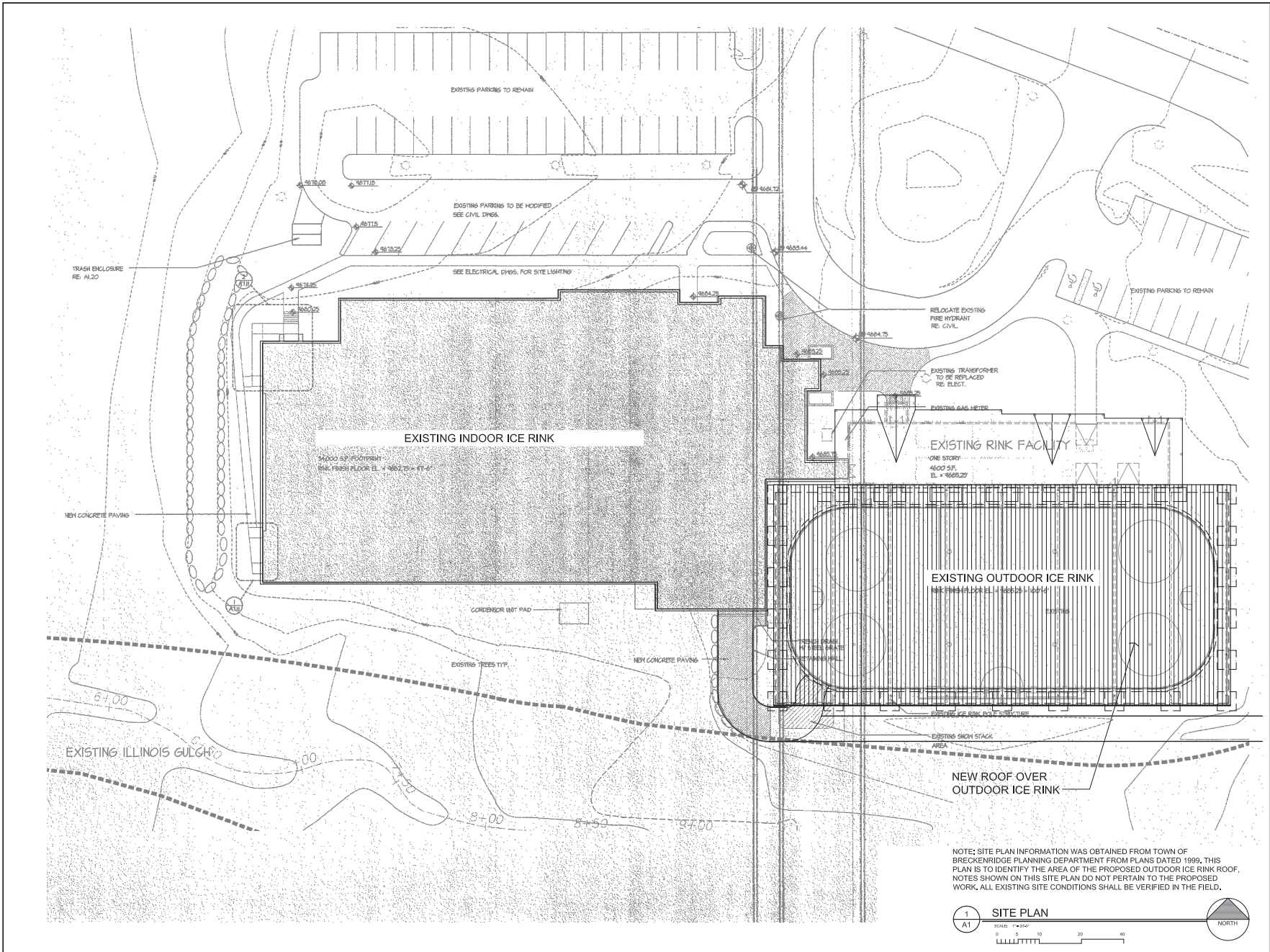
33/R	Outdoor commercial or common space residential gas fireplace (per fireplace)	1X(-1/0)		
33/R	Large Outdoor Water Feature	1X(-1/0)		
	Other Design Feature	1X(-2/+2)		
34/A	<b>Hazardous Conditions</b>	Complies		
34/R	Hazardous Conditions - Floodway Improvements	3x(0/+2)		
35/A	<b>Subdivision</b>	Complies		
36/A	<b>Temporary Structures</b>	Complies		
37/A	<b>Special Areas</b>	Complies		
37/R	Community Entrance	4x(-2/0)		
37/R	Individual Sites	3x(-2/+2)		
37/R	Blue River	2x(0/+2)		
37R	Cucumber Gulch/Setbacks	2x(0/+2)		
37R	Cucumber Gulch/Impervious Surfaces	1x(0/-2)		
38/A	<b>Home Occupation</b>	Complies		
39/A	<b>Master Plan</b>	Complies		
40/A	<b>Chalet House</b>	Complies		
41/A	<b>Satellite Earth Station Antennas</b>	Complies		
42/A	<b>Exterior Loudspeakers</b>	Complies		
43/A	<b>Public Art</b>	Complies		
43/R	Public Art	1x(0/+1)		
44/A	<b>Radio Broadcasts</b>	Complies		
45/A	<b>Special Commercial Events</b>	Complies		
46/A	<b>Exterior Lighting</b>	Complies		
47/A	<b>Fences, Gates And Gateway Entrance Monuments</b>	Complies		
48/A	<b>Voluntary Defensible Space</b>	Complies		
49/A	<b>Vendor Carts</b>	Complies		

## TOWN OF BRECKENRIDGE

**Outdoor Ice Arena Roof  
Block 2, Rodeo Grounds Subdivision  
189 Boreas Pass Road  
PL-2016-0143**

### FINDINGS

1. This project is “Town Project” as defined in Section 9-4-1 of the Breckenridge Town Code because it involves the planning and design of a public project.
2. The process for the review and approval of a Town Project as described in Section 9-14-4 of the Breckenridge Town Code was followed in connection with the approval of this Town Project.
3. The Planning Commission reviewed and considered this Town Project on May 17, 2016. In connection with its review of this Town Project, the Planning Commission scheduled and held a public hearing on May 17, 2016, notice of which was published on the Town’s website for at least five (5) days prior to the hearing as required by Section 9-14-4(2) of the Breckenridge Town Code. At the conclusion of its public hearing, the Planning Commission recommended approval of this Town Project to the Town Council.
4. The Town Council’s final decision with respect to this Town Project was made at the regular meeting of the Town Council that was held on May 24, 2016. This Town Project was listed on the Town Council’s agenda for the May 24, 2016 agenda that was posted in advance of the meeting on the Town’s website. Before making its final decision with respect to this Town Project, the Town Council accepted and considered any public comment that was offered.
5. Before approving this Town Project the Town Council received from the Director of the Department of Community Development, and gave due consideration to, a point analysis for the Town Project in the same manner as a point analysis is prepared for a final hearing on a Class A development permit application under the Town’s Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code).
6. The Town Council finds and determines that the Town Project is necessary or advisable for the public good, and that the Town Project shall be undertaken by the Town.



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breck ice rink  
 roof  
 breckenridge , colorado  
 PROJECT # 1603

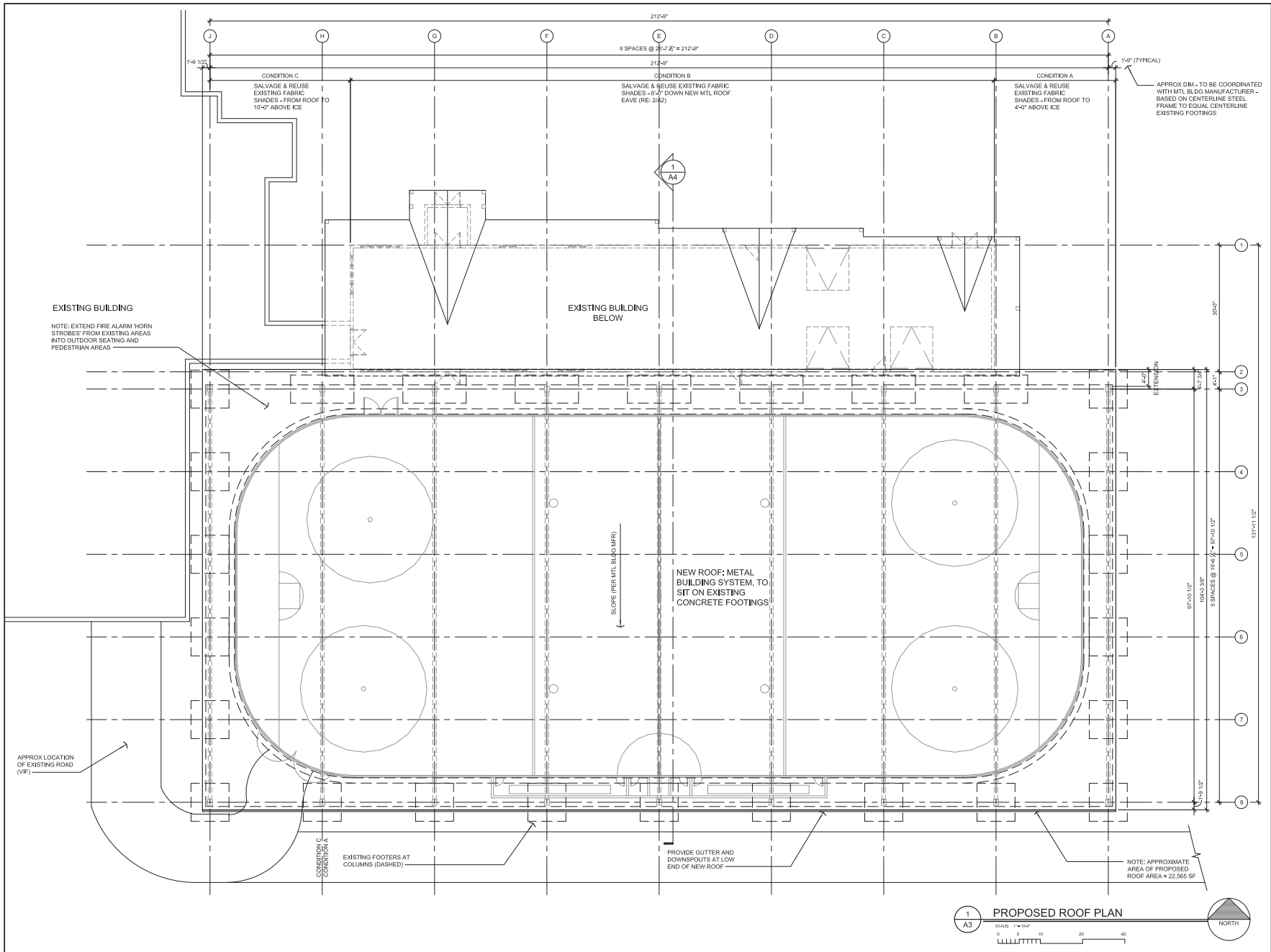
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ISSUE:

schematic	24 feb 2016
review	21 apr 2016
TOB planning	29 apr 2016

SITE PLAN  
 A1





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**brackentide**  
roof  
brackentidega, colorado  
PROJECT # 1603

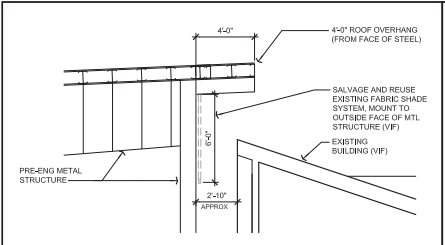
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ISSUE:

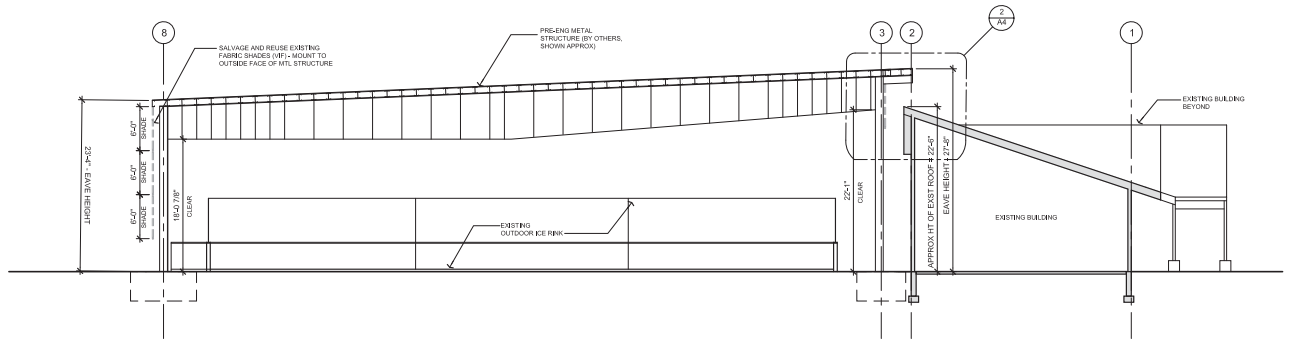
schematic	24 feb 2016
review	21 apr 2016
TOB planning	29 apr 2016

PROPOSED ROOF PLAN

A3



**2 ROOF EAVE DETAIL**  
SCALE: 1/8" = 1'-0"



**1 SECTION @ CONDITION B**  
SCALE: 1/8" = 1'-0"



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breck ice rink  
roof  
breckenridge, colorado  
PROJECT # 1603

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**ISSUE:**

schematic	24 feb 2016
review	21 apr 2016
TOB planning	29 apr 2016

**PROPOSED SECTION**  
A4



note: this preliminary view study represents a depiction of future construction; however MSA does not certify, warrant or represent that this depiction will be the same as final construction.

## existing view facing southwest

breckenridge ice rink roof  
breckenridge, colorado

3 may 2016





note: this preliminary view study represents a depiction of future construction; however MSA does not certify, warrant or represent that this depiction will be the same as final construction.

## proposed view facing southwest

breckenridge ice rink roof  
breckenridge, colorado

3 may 2016

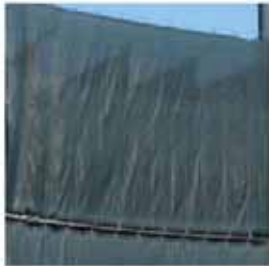
**breckenridge outdoor ice rink roof**  
breckenridge, colorado  
**exterior material samples and colors**  
29 april 2016



← roofing: steel roof panels  
'antique bronze' to match existing,



← steel structure:  
electocoated structural steel - gray oxide primer



← reuse existing fabric shades:  
dark green

**JOINT MEETING AGENDA**

**Board of County Commissioners and the Breckenridge Town Council**

**Tuesday, May 24<sup>th</sup>, 2016 5:30pm**

Breckenridge Town Hall

Huron Landing Housing - *Ground Breaking scheduled for Tuesday, June 28<sup>th</sup> at 9 a.m.*

Future Workforce Housing Projects/Funding

EMS Update

Hoosier Recreation Path/ Fremont Recreation Path

Update on New Breck Recycle/Drop-Off Center Usage

Swan River Restoration

Wellington Bus Turnaround

*CDOT Ground Breaking Iron Springs scheduled for Wednesday, June 1<sup>st</sup> at 3 p.m.*