



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, April 11, 2017; 2:00 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.*

2:00pm	I	<u>RECREATION CENTER RENOVATION GROUNDBREAKING (2 PM)</u>	
3:00-3:05pm	II	<u>PLANNING COMMISSION DECISIONS</u>	2
3:05-3:40pm	III	<u>LEGISLATIVE REVIEW</u>	
		Cross Tabb Development Agreement Ordinance	11
		Conveyance of Denison Placer 1 to the Breckenridge Housing Authority	22
		Karpp, LLC Terminable Easement Ordinance	26
		IGA with Summit County Sheriff Resolution	39
		Huron Landing Authority Resolution	47
		Resolution to Approve a Fifth Amendment to the Union Mill Annexation Agreement (Wellington Neighborhood/Lincoln Park)	66
3:40-4:15pm	IV	<u>MANAGERS REPORT</u>	
		Public Projects Update	79
		Parking and Transportation Update	87
		Housing/Childcare Update	
		Committee Reports	90
4:15-5:00pm	V	<u>JOINT MEETING WITH THE LIQUOR AND MARIJUANA LICENSING AUTHORITY</u>	91
5:00-5:30pm	VI	<u>PLANNING MATTERS</u>	
		SustainableBreck Annual Report	92
5:30-6:00pm	VII	<u>OTHER</u>	
		Town Council Goals & Objectives Update	120

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 7:00 pm Town Council Agenda. If time permits at the afternoon work session, the Mayor and Council may discuss these items.

MEMORANDUM

To: Town Council

From: Peter Grosshuesch, Director of Community Development

Date: March 22, 2017

Re: Planning Commission Decisions of the March 21, 2017, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF March 21, 2017:

CLASS C APPLICATIONS:

- 1) Breckenridge Ski Resort Temporary Offices (MM) PL-2017-0029, 1595 Ski Hill Road
A proposal to place temporary offices for ticketing and associated support functions in nine connected leased metal modular storage shipping like containers at the base of Peak 8, just off the paved plaza near One Ski Hill Place. *Approved.*
- 2) Arapahoe Architects Solar Panels (MM) PL-2017-0074, 322 North Main Street #3
Install a rooftop, flush mounted anti-reflective 3.8 kilowatt grid-tied photovoltaic solar energy electrical energy system on the south facing roof of the Arapahoe Architects office building. *Approved.*
- 3) Haddock Residence (MM) PL-2017-0062, 86 Victory Lane
Continued to the April 18, 2017, Planning Commission Meeting at the request of the Applicant.

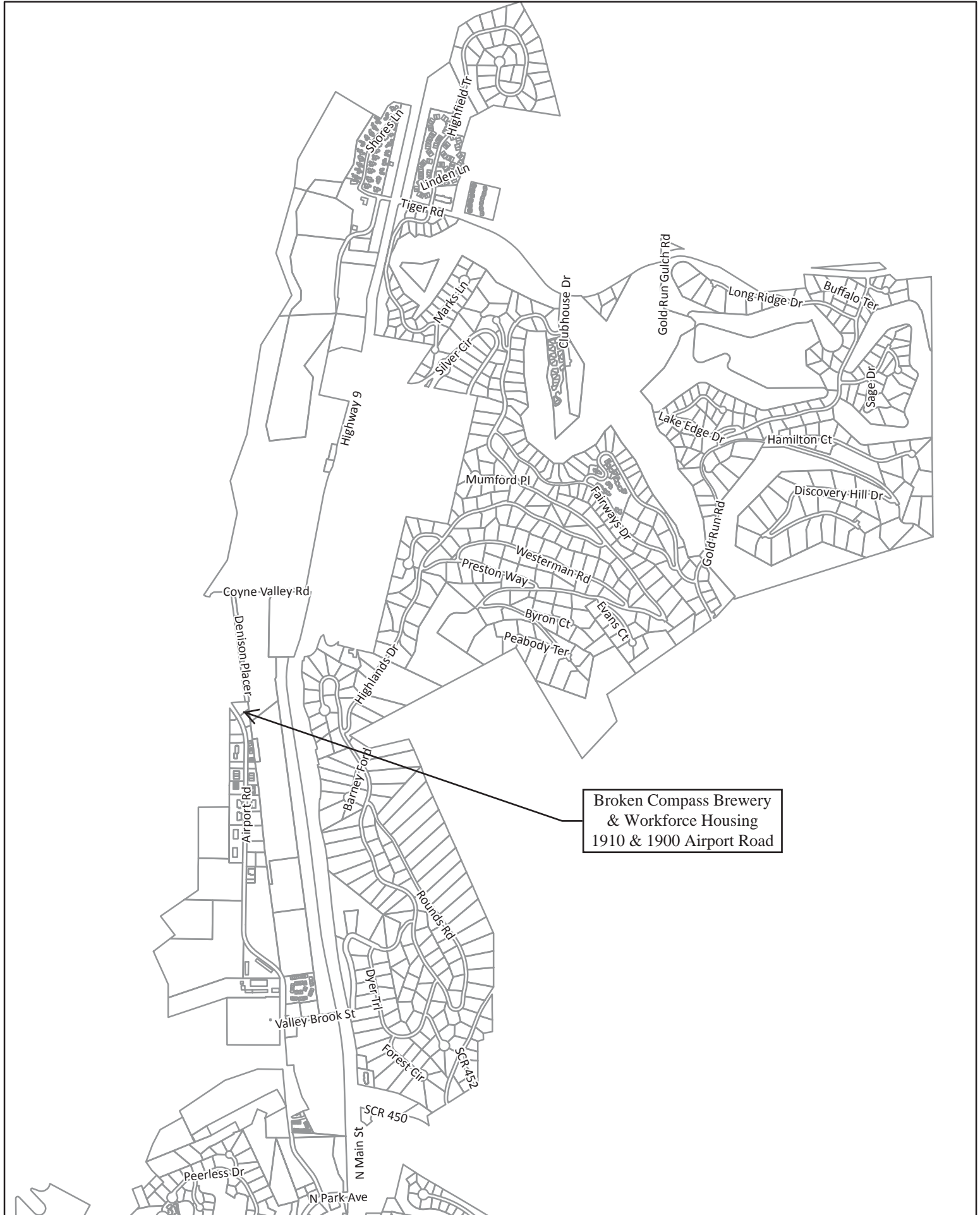
CLASS B APPLICATIONS:

- 1) Ali's Pals In-Home Child Care Center (CK) PL-2017-0077, 11 Sisler Green
Use the single family residence for the operation of a home child care business. *Approved.*

CLASS A APPLICATIONS: None.

TOWN PROJECT HEARINGS: None.

OTHER: None.

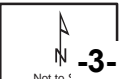


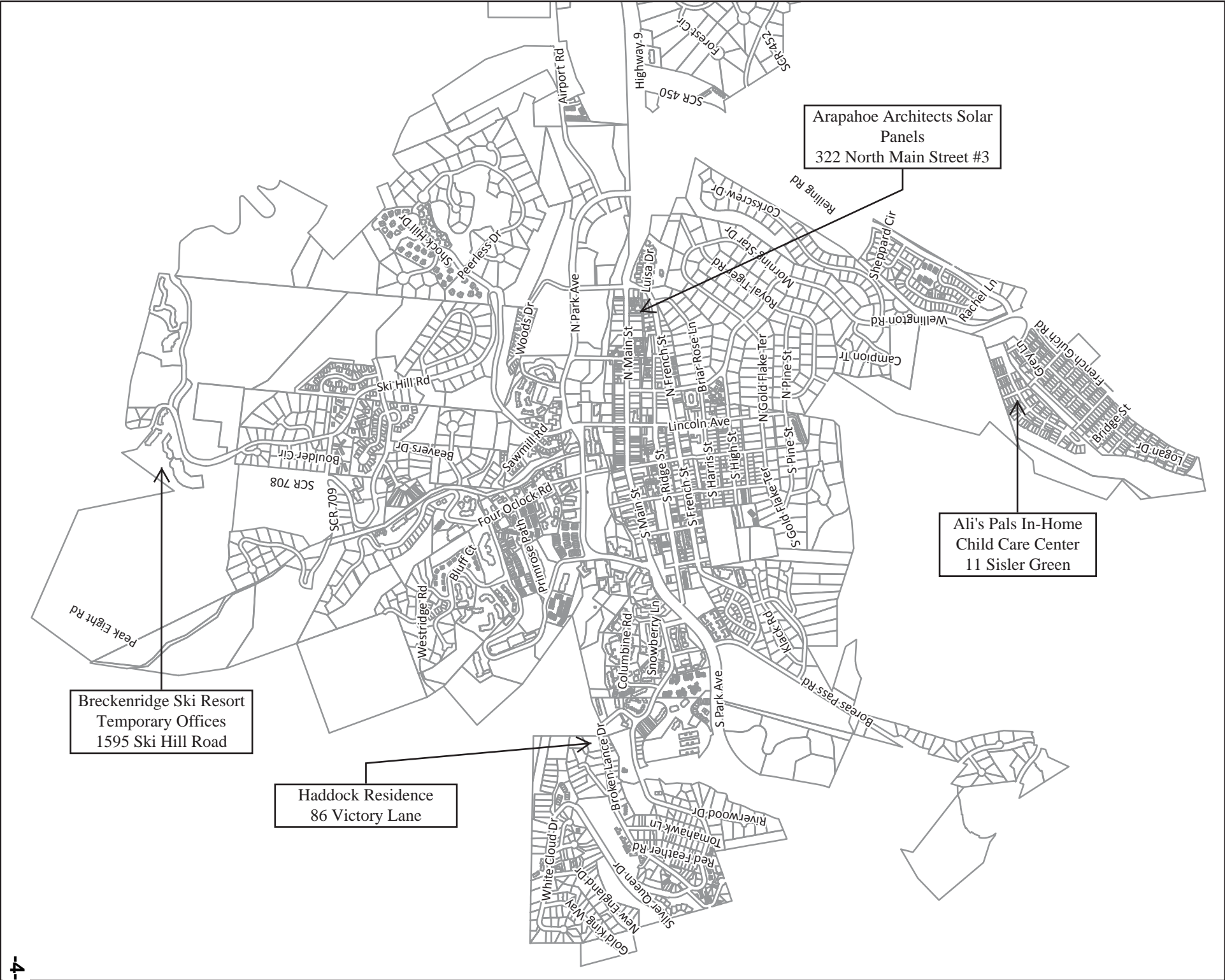
Broken Compass Brewery
& Workforce Housing
1910 & 1900 Airport Road



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





Breckenridge Ski Resort
Temporary Offices
1595 Ski Hill Road

Haddock Residence
86 Victory Lane

Arapahoe Architects Solar
Panels
322 North Main Street #3

Ali's Pals In-Home
Child Care Center
11 Sisler Green



Breckenridge South

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.



PLANNING COMMISSION MEETING

The meeting was called to order at 6:00 pm by Chair Schroder.

ROLL CALL

Christie Leidal	Ron Schuman	Gretchen Dudney
Steve Gerard	Jim Lamb	Dan Schroder

Mike Giller was absent.

APPROVAL OF MINUTES

Mr. Schuman: On Page 8, please change “I am a part time, paid employee of Vail Resorts” to “I am a part time, unpaid volunteer for Vail Resorts.”

With no other changes, the March 21, 2017, Planning Commission Minutes were approved as presented.

APPROVAL OF AGENDA

Ms. Puester announced that there would be a Development Code Steering Committee update to be presented during Other Matters, which was to be added to the end of the Agenda.

With no other changes, the April 4, 2017, Planning Commission Agenda was approved.

CONSENT CALENDAR:

1) Breckenridge Ski Resort Temporary Offices (MM) PL-2017-0029, 1595 Ski Hill Road

Mr. Lamb: I am a paid employee of Vail Resorts. I’ll leave it up to the Commission if I should stay. (Mr. Grosshuesch: Standards have changed and if you don’t have any financial gain from the outcome then, you can stay.) (The Commission agreed to have Mr. Lamb stay.)

Ms. Dudney: What is the time line for Grand Lodge on Peak 8 completion? (Mr. Mosher/Mr. Stais: Three years from now.)

Mr. Schroder: The box containers are not appealing to the eye and I wish that they would have proposed something that looks better but as far as placement, they are perfect blocks for skier traffic coming off the gondola and big hole that will be there.

2) Arapahoe Architects Solar Panels (MM) PL-2017-0074, 322 North Main Street #3

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

CALL UP HEARINGS:

1) Haddock Residence (MM) PL-2017-0062, 86 Victory Lane

As noted by Ms. Puester, the project has been continued to the April 18, 2017, Planning Commission Meeting.

TOWN COUNCIL REPORT:

Mr. Grosshuesch:

- Surface Gondola study from Airport Rd parking lot to center of town and Peak 9 base and maybe to the ice arena. Study will begin and a presentation is expected in approximately 6 weeks. Overflow parking had been planned to move to McCain. It now very well could stay in Block 11.
- Cross-Tab agreement was approved. The home expansion near the ski back was limited in density and mass by the annexation agreement.
- Denison Placer 1 on Block 11 parcel request to convey to the Breckenridge Housing Authority was approved by the Council.
- Roundabouts will start construction in mid-April to coincide with the closure of the ski resort. Will remain closed until July 4th weekend. Work will continue but the road will be open after the 1st.

- McCain master plan update was removed from agenda and will be back on April 25th.
- Denison Placer 1. All units will be deed restricted and most income restricted as well. Plan to go vertical May 18th. Plan to hold a lottery. Business can purchase townhomes.
- Council approved request for contribution to BOEC on Wellington Rd. \$365,000.

Commissioner Questions / Comments:

Mr. Schroder: Can a business with more cash overshadow the individuals in the lottery? (Mr. Grosshuesch: Businesses will have a lower priority. It will be limited to two units for business and they would be required to remain rentals with deed restrictions.)

PRELIMINARY HEARINGS:

Ms. Leidal: I would like to excuse myself because I am working directly with the clients on this project. Commission agrees to excuse Ms. Leidal.

1) Broken Compass Brewery & Workforce Housing (CK) PL-2017-0051, 1910 & 1900 Airport Road
Mr. Kulick presented a proposal to construct a 9,712 sq. ft. brewery with seating, outdoor patio area, parking lot, solar array and 4 deed restricted workforce townhome units with one-car garages (4,986 sq. ft.) on 1.2725 acres.

The Planning Commission approved the Denison Placer Phase 1 master plan and site plan amendment on February 21, 2017. This approval included 6 workforce housing townhome units on Lot 2C, Rock Pile Ranch. Just prior to the February Planning Commission meeting, the owners of Broken Compass Brewing approached the Town about the possibility of acquiring Lot 2C to develop workforce housing that better integrated into the plans they were developing for a future brewery on the neighboring Lot 2B. The Town Council was receptive to the idea and has directed staff to work with the owners of Broken Compass to facilitate their request and see if their proposal fits.

Point Analysis (Section: 9-1-17-3): Staff is working with the applicant to address the lighting issues that currently do not comply with Absolute Policies of the Development Code. Additionally, staff is looking to the Planning Commission for direction on whether the proposed ground mount solar arrays comply with Policy 5/A. Several points have been also awarded under the Relative policies. Staff has prepared a point analysis with a recommended cumulative score of positive two (+ 2) points.

Negative Points recommended:

- Policy 2/R, Land Use (-4) for a deed restricted residential use in a commercial district.
- Policy 6/R, Building Height (-1) for a long unbroken ridgeline measuring 91' in length.
- Policy 7/R, Site and Environmental Design (-4) for inadequate site buffering along the north property line.
- Policy 7/R, Site and Environmental Design (-4) for functional parking issues caused by the orientation of the solar array on the north.
- Policy 9/R, Placement of Structures (-3) for a front relative setback not being met.
- Policy 13/R, Snow Removal and Storage (-4) for providing non-functional snow storage.
- Policy 33/R, Energy Conservation (-3) for 3 outdoor gas fire places.

Positive Points recommended:

- Policy 15/R, Refuse (+1) for integrating refuse storage into a primary building.
- Policy 16/R, Internal Circulation (+3) for providing a sidewalk connections along Denison Placer Road and a network of internal sidewalk connections.
- Policy 24/R, Social Community (+10) for 34% of the project consisting of workforce housing.

- Policy 24/R, Social Community (+3) for meeting a Council goal of providing 4 workforce housing units.
- Policy 25/R, Transit (+4) for providing a transit shelter.
- Policy 33/R, Energy Conservation (+4) for saving 30%-39% beyond IECC minimum standards (to be confirmed prior to final).

Total (+2)

Questions for the Planning Commission:

- Did the Commission find that the architectural style is compatible with the area, not warranting any negative points?
- Did the Commission believe the ground mount solar arrays comply with Policy 5/A?
- Did the Commission agree with staff's interpretation and the third party parking study?
- Did the Commission have comments regarding the point analysis?
- Did the Commission have any additional comments on the proposed project design?

Applicant presentation: Mr. David Axelrod and Mr. Jason Ford, Broken Compass Brewing, and Mr. Rich Ciecuch, Project + Workshop. Mr. Rich Ciecuch showed three minute video of the proposed site.

Commissioner Questions:

Ms. Dudney: There is inconsistency between parking study and staff report. How many spaces will be provided? (Mr. Kulick: Six spaces plus four in the garage for the residential component.) Staff report says 142 seats; parking study says 160 seats. What is the proper number? (Mr. Kulick: 142.) (Mr. Ciecuch: Yes, 142.) (Ms. Puester: Is that the fire code occupancy?) (Mr. Ciecuch: No, what we are planning for in our seating arrangement. The fire code allows more.) Why build the workforce housing-interest? (Mr. Ciecuch: The recent Denison Placer Plan changed how the land will be used next door and now would block our views. DP1 is planned for six units and we decided we would like to do it ourselves, more it out of our views, and have a more integrated campus between the two buildings.) The report stated snow removal will be impacted by snow shedding from the solar panels? Do you disagree? (Mr. Ciecuch: We believe it will not be a problem.) (Mr. Axelrod: We will have equipment on site to take care of snow removal.) Do you disagree with negative points? (Mr. Axelrod: Sure maybe but will not argue it since it's a passing point analysis.) Talk about the west elevation and natural materials. (Mr. Ciecuch: It is all stained wood. Very sustainable material. This elevation has a cooler and we don't want much light to penetrate and warm the area from passive solar. We added glass in areas high up that will allow natural light in the brew operations space. Its designed around the function. The south is where customers will originate and elevation is lower with a significant amount of natural light. The third area is for ventilation and will be textured and will break up the elevation. The trees will also help. You are oriented to Denison Rd. Why? (Mr. Ciecuch: To minimize traffic disruptions along Airport Road in a high traffic area. Entering on that side aligns with a pedestrian flow. The town also asked that we didn't come in off Airport Rd.) The west elevation is blank. Very plain. (Mr. Kulick: There are no fenestrations for 96 feet on the west elevation.)

Mr. Gerard: Why are the living units and business separate? (Mr. Ciecuch: We were asked to keep residential units separate in case we sell the business.) Your planned use of the townhomes is to rent them to employees? (Mr. Ciecuch: Yes but doesn't prevent them from being sold. Will be subdivided for ease of separation between the uses.)

Mr. Lamb: Why are negative points recommended when they are above the required area for snow storage? (Mr. Kulick: It is related to functional snow storage, considering 3 of the 4 sides adjacent to the brewery's parking lot cannot accommodate snow storage, locating in all in one small spot will be difficult.) Where will the equipment be stored? (Mr. Ciecuch: It will be

stored inside the building.) Where will the shuttle be parked? (Mr. Axelrod: At our old facility.)

Mr. Schroder: Industrial district would benefit from this architectural design. This fits and raises the bar here. The windows on the condo face west and wrap south. I am concerned about the way they are angled. I like the setbacks and I love to see more alternative energy. The solar arrays look too flat and might need to be taller and the adjoining property could be blocked. Can you move parking south and put the solar on the open space behind it? (Mr. Ciecich: We wanted to create a great park for the community and push cars to the north. Landscape will not survive behind the solar arrays. The solar canopy is the buffer and will work to screen and provide safety.) I like the site use. It is attractive and ambitious, a refreshing deviation.

Mr. Schuman: Video looks as if there is stucco on the building. Can we get a color and sample board of the products you are applying? Perhaps a physical sample board for the final hearing? Plus, we will need colored elevations. (Mr. Ciecich: Yes, we can submit those and bring a sample board.)

Ms. Dudney: There should be a limitation to the seating. I am concerned in the future that if the use changes, they raise the occupancy people, then people will be forced to park in Denison Placer. (Mr. Grosshuesch: Occupancy will be set by fire marshal.) Will the parking match the occupancy? (Ms. Puester: We can ask the fire marshal to calculate what that would be and see what the difference is that we are looking at for this use. Typically not done until building permit but could ask early.) If they change the use of the building the parking may need to change. (Mr. Kulick: Maybe a night club use would increase occupancy.) I suggest a finding and condition to address the seating and parking. (Mr. Kulick: We can see how the Town Attorney would word something.) Do you want to give them negative four (-4) points for solar arrangement above parking?

Mr. Lamb: With Eric in the audience, can you help answer how the solar orientation would work? Will shedding be an issue? (Mr. Westerhoff, Innovative Energy (Solar Company): At 15 degrees snow will slide slowly. You will need to remove snow once or twice a year. To have a panel at this location, you need a pitch at 35 degrees which will also sheet snow off by itself. Optimal orientation in Town is 45 degrees.)

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

Commissioner Comments:

Mr. Lamb: The snow stacking passes code. Architectural style is compatible. I like the curb cuts off Denison Placer Rd. The drainage is going to be important to get correct in this location. I support the point analysis. Good looking building. You have done a good job working with staff. I am fine with solar panels on the ground.

Ms. Dudney: I love the architecture. Welcome the style. No problem with solar here. Parking study needs to assure me that the parking can be changed. Negative four (-4), sounds like you will increase pitch or you should commit to remove snow.

Mr. Schuman: The architecture is good. Solar complies. I agree with the parking study. I agree with the point analysis. Be sure to bring color and sample board.

Mr. Gerard: I like the architecture. It will raise the bar in the area. Now I understand the idea for condos and like the idea. Solar panels are good. Disagree with negative points related to buffering. Let's set a standard that we will not give negative points for solar use, no matter arrangement. Ok with parking. I think it will be taken care of by fire marshal. -4 for Policy 2. Point analysis: Snow stack: they are over the amount required and have liability issues with it, not sure about points there. Good project.

Mr. Schroder: Architecture good. Solar complies with code. Agree with parking study. The packet refers to alternative transportation but it doesn't seem relevant; you still need all those parking spots.

Negative four (-4): do not support on snow storage. Support point analysis on passing score. I support a final.

Mr. Gerard: Engineering and drainage will be a big issue.

Mr. Schroder called a recess at 7:35pm.

Mr. Schroder reopened the meeting at 7:38pm.

COMBINED HEARINGS:

1) Ali's Pals In-Home Child Care Center (CK) PL-2017-0077, 11 Sisler Green

Mr. Kulick presented a proposal to use the single-family residence (1,491 sq. ft. in size), at 11 Sisler Green, for the operation of a home childcare business. Per policy 38.5 (Absolute) Home Childcare Business (38.5/A), the business will always be limited to the care of a maximum of twelve (12) children. The business will meet the State Childcare Licensing requirements. The applicant has stated there will be no more than eight children at the home five days a week. The owner of the home will be the only employee running the home childcare business. Noting the lack of childcare facilities in the community, the Town Council has identified Childcare as a "Priority Goal". The applicant hopes to continue to help meet this goal by offering a home childcare business. Typical hours of the applicant's operation are from 7:30 a.m. to 5:30 p.m., Monday through Friday while closed on weekends and holidays.

Staff found the application to be compatible with the adjacent properties and recommended that the Planning Commission approve this application, Ali's Pals Home Childcare Business, located at 11 Sisler Green, PL-2017-0077, with the presented Findings and Conditions.

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

Commissioner Questions / Comments:

Mr. Lamb: Are they in compliance with the state of Colorado? (Mr. Kulick: Yes. It is a two party review between the Town and State.)

Mr. Schroder: What is the difference between 8 children but 12 on the roll? (Ms. Ali McAlpine, Applicant: I can care for 8 children on my own but any more and I need to add staff. 12 is the maximum children.)

Ms. Dudney: Any hurdles from the Town? (Ms. McAlpine: No. Just had to apply for a business license, it was quite smooth.)

Ms. Leidal: A wonderful use and support the project .

Mr. Gerard: Necessary service to the community; I support.

Mr. Schroder: I support.

Mr. Lamb: I support.

Ms. Dudney: I support.

Mr. Schroder: I support.

Mr. Schuman made a motion to approve the Ali's Pals In-Home Child Care, PL-2017-0077, 11 Sisler Green, showing a passing point analysis of zero (0) points and with the presented findings and conditions. Ms. Dudney seconded, and the motion was carried unanimously (6-0).

OTHER MATTERS:

1) Development Code Steering Committee Update

Mr. Truckey presented. The Steering Committee met on Thursday, March 30.

- Policy 24 R (Employee Housing): The commission has in the past discussed the issue of double-dipping, where a housing project that was required through an annexation agreement to have a certain percentage of affordable housing also receives positive 10 points for it under the Code. At times, the

Commission has expressed concern that these points can overcome some site plan deficiencies (e.g., tight setbacks and not enough snow storage). Housing can also receive positive points for meeting Council goals. Other issues we want to address are the current table that identifies positive and negative points for housing; a 250 square foot unit is probably too small as a starting point. Finally, we will be working on a cash-in-lieu proposal, where the developer could pay into the housing fund as opposed to having to buy and deed restrict a unit or construct a unit. We have recently hired a new housing planner and they will be working on these items and researching options. Staff will be coming back to the Steering Group with these options in the next couple months.

- Section E (Conservation District Historic Structures): Town's period of significance ends in 1942. What about the homes built between 1943 and 1967? There is a 50 year federal rule on historic period designation. We could extend our period of significance to apply to structures built in 1967 or previously. After review of the inventory of homes, the Group found very few buildings built in that timeframe had architectural character that deserved consideration. There were a couple chalet homes that the Group liked but these are so few in number it seems like spot zoning to pick them out and it would require developing a whole new set of design standards. The Group felt it was not worth pursuing further, although it would be nice to incentivize the preservation of the chalet homes. Our overall findings did not suggest we change the 1942 date. Regarding the moving and renovation of historic structures, the point system was discussed and we feel the point assignments are appropriate; the section was re-worked about four years ago.
- 26/R (Transit): There is currently a +4 multiplier. These points are typically assigned to lodging company shuttle vans and bus pullouts and shelters. Eight points has only been awarded twice—for the gondola and the transit center. The Steering Group noted that most new lodging companies are providing a shuttle van; it's basically a necessity of doing business now and a guest expectation. Given that it is a cost of doing business now and that in cases the shuttles have alleviated parking issues, it was questioned if we should be awarding positive four points for lodging shuttles. On the other hand, the shuttles do keep cars off the road. As a potential solution, the Steering Group has suggested changing the multiplier from 4 to 2, but still allowing up to 8 points to be earned. It might be appropriate to focus four points or greater for transit facilities available to the general public and perhaps lodging shuttles would receive +2 points.

Commissioner Questions / Comments:

Mr. Gerard: I would like to see public comment (for Historic District issues) on the agenda. (Ms. Puester: People with concerns in the historic district usually don't come to the meeting. We ask them to email staff or come to the meeting to discuss so we can cover it in the meeting.) (Mr. Grosshuesch: Did one in the past and no one ever showed up.) I agree that no one will show up, but it makes us more public friendly.

ADJOURNMENT:

The meeting was adjourned at 7:58pm.

Dan Schroder, Chair

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 10 (Approving Development Agreement With Barbara Cross Tabb)

DATE: April 4, 2017 (for April 11th meeting)

The second reading of the ordinance approving the proposed Development Agreement with Barbara Cross Tabb for her property at 141 Sawmill Road is scheduled for your meeting on April 11th.

There are a couple of minor amendments to the ordinance that are needed so that the language of the ordinance will match the Development Agreement. The changes are blacklined on the enclosed version of the ordinance.

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

1 ***FOR WORKSESSION/SECOND READING – APRIL 11***

2
3 Additions To The Ordinance As Approved on First Reading Are
4 Indicated By **Bold + Double Underline**; Deletions By ~~Strikeout~~

5
6 COUNCIL BILL NO. 10

7
8 Series 2017

9
10 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
11 BARBARA CROSS TABB

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

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

18
19 A. Barbara Cross Tab (“**Owner**”) owns Lot 2, Block 1, Skyway Ridge Subdivision,
20 Filing No. 2, Town of Breckenridge, County of Summit and State of Colorado; also known as
21 141 Sawmill Road, Breckenridge, Colorado 80424 (the “**Owner’s Property**”).

22 B. Owner proposes an addition to Owner’s Property of not more than 800 square feet of
23 density.

24 C. Without a development agreement Owner’s proposed addition is not possible because
25 the existing improvements on Owner’s Property ~~equal the~~ **approach the total** density limitation
26 of 2,200 square feet established for Owner’s Property in that Annexation Agreement dated
27 October 13, 1999 and recorded October 22, 1999 at Reception No. 608585 of the records of the
28 Clerk and Recorder of Summit County, Colorado (the “**Annexation Agreement**”).

29 D. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
30 authority to enter into a development agreement. Further, there is no process in the Town’s
31 Development Code for: (i) the approval of density on the Owner’s Property in excess of that
32 allowed by the Annexation Agreement; and (ii) the transfer of density to Owner’s Property
33 pursuant to a certificate of development rights (“**TDRs**”) issued in accordance with the
34 Intergovernmental Agreement concerning transfer of development rights between the Town and
35 Summit County, Colorado (“**IGA**”). Therefore, a development agreement provides a means for
36 such an approval and transfer.

37 E. As one of the commitments encouraged to be made in connection with an application
38 for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
39 Owner has proposed to pay to the Town the sum of \$5,000 to be used for trail acquisition and
40 development.

41 F. As additional commitments to be made in connection with an application for a

1 development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code (the
2 “**Additional Commitments**”) the Owner has agreed that the following conditions will be made a
3 part of any development permit issued by the Town for the construction of the proposed
4 improvements to Owner’s Property described above:

5 2. To exceed the standards in the Town’s Sustainable Building Code in the construction
6 of the proposed addition to Owner’s Property;

7 3. To install enhanced landscaping and irrigation at the Owner’s Property;

8 4. To use recycled materials in the construction of the improvements to Owner’s Property
9 to the extent practicable;

10 5. To use renewable energy at the Owner’s Property in excess of any normal Town
11 requirement **where practicable**; and

12 6. To obtain a Home Energy Rating (HERs) Certification.

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

18 H. A proposed development agreement between the Town and the Owner addressing the
19 topics described above has been prepared, a copy of which is marked **Exhibit “A”**, attached
20 hereto and incorporated herein by reference (“**Development Agreement**”).

21 I. The Town Council had a preliminary discussion of the development agreement
22 application, and the proposed Development Agreement, as required by Section 9-9-10(A) of the
23 Breckenridge Town Code.

24 J. The Town Council determined that request for a development agreement need not be
25 referred to the Breckenridge Planning Commission for its review and recommendation.

26 K. The Town Council has reviewed the Development Agreement.

27 L. The approval of the Development Agreement is warranted in light of all relevant
28 circumstances.

29 M. The procedures to be used to review and approve a development agreement are
30 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
31 Chapter have substantially been met or waived in connection with the approval of the
32 Development Agreement and the adoption of this ordinance.

33 Section 2. Approval of Development Agreement. The Development Agreement between
34 the Town and Barbara Cross Tabb (**Exhibit “A”** hereto) is approved, and the Town Manager is

1 authorized, empowered, and directed to execute such agreement for and on behalf of the Town of
2 Breckenridge.

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

10
11 Section 4. Police Power Finding. The Town Council finds, determines, and declares that
12 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
13 prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and
14 the inhabitants thereof.

15
16 Section 5. Authority. The Town Council finds, determines, and declares that it has the
17 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
18 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
19 Charter.

20
21 Section 6. Effective Date. This ordinance shall be published and become effective as
22 provided by Section 5.9 of the Breckenridge Town Charter.

23
24 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
25 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
26 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
27 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
28 Town.

29
30 TOWN OF BRECKENRIDGE

31
32
33 By: _____
34 Eric S. Mamula, Mayor

35
36 ATTEST:

37
38
39
40 _____
41 Helen Cospolich, CMC,
42 Town Clerk

1 EXHIBIT "A"

2
3 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
4 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
5 STATUTES, AS AMENDED
6

7 DEVELOPMENT AGREEMENT

8
9 This Development Agreement ("**Agreement**") is dated _____,
10 2017 and is between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of
11 Colorado (the "**Town**") and BARBARA CROSS TABB (the "**Owner**").
12

13 Recitals

14
15 A. Owner owns Lot 2, Block 1, Skyway Ridge Subdivision, Filing No. 2, Town of
16 Breckenridge, County of Summit and State of Colorado; also known as 141 Sawmill Road,
17 Breckenridge, Colorado 80424 (the "**Owner's Property**").

18 B. Owner proposes an addition to Owner's Property of not more than 800 square feet of
19 density.

20 C. Without a development agreement Owner's proposed addition is not possible because
21 the existing improvements on Owner's Property approach the total density limitation of 2,200
22 square feet established for Owner's Property in that Annexation Agreement dated October 13,
23 1999 and recorded October 22, 1999 at Reception No. 608585 of the records of the Clerk and
24 Recorder of Summit County, Colorado (the "**Annexation Agreement**").

25 D. Pursuant to Chapter 9 of the Breckenridge Town Code the Town Council has the
26 authority to enter into a development agreement. Further, there is no process in the Town's
27 Development Code for: (i) the approval of density on the Owner's Property in excess of that
28 allowed by the Annexation Agreement; and (ii) the transfer of density to Owner's Property
29 pursuant to a certificate of development rights ("**TDRs**") issued in accordance with the
30 Intergovernmental Agreement concerning transfer of development rights between the Town and
31 Summit County, Colorado ("**IGA**"). Therefore, a development agreement provides a means for
32 such an approval and transfer.

33 E. As one of the commitments encouraged to be made in connection with an application
34 for a development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code,
35 Owner has proposed to pay to the Town the sum of \$5,000 to be used for trail acquisition and
36 development.

37 F. As additional commitments to be made in connection with an application for a
38 development agreement in accordance with Section 9-9-4 of the Breckenridge Town Code (the
39 "**Additional Commitments**") the Owner has agreed that the following conditions will be made a
40 part of any development permit issued by the Town for the construction of the proposed
41 improvements to Owner's Property described above:

1 (collectively, “laws”), including, but not limited to, building, fire, plumbing, engineering,
2 electrical and mechanical codes, and the Town’s Development Code, Subdivision Standards and
3 other land use laws, as the same may be in effect from time to time throughout the term of this
4 Agreement. Any development of the real property which is the subject of this Agreement shall be
5 done in compliance with the then current laws of the Town.

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

10 5. This Agreement shall run with the land and shall be binding upon and inure to the
11 benefit of Town and Owner, her successors and assigns.

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

16 7. The Town shall not be responsible for and the Owner shall not have any remedy
17 against the Town if development of the Owner’s Property is prevented or delayed for reasons
18 beyond the control of the Town.

19 8. Actual development of the Owner’s Property shall require the issuance of such other
20 and further permits and approvals by the Town as may be required from time to time by
21 applicable Town ordinances.

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

24 10. Owner agrees to indemnify and hold the Town, its officers, employees, insurers, and
25 self-insurance pool, harmless from and against all liability, claims, and demands, on account of
26 injury, loss, or damage, including without limitation claims arising from bodily injury, personal
27 injury, sickness, disease, death, property loss or damage, or any other loss of any kind
28 whatsoever, which arise out of or are in any manner connected with such benefits under this
29 Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be
30 caused in whole or in part by, the negligent or wrongful intentional act or omission of Owner,
31 any subcontractor of Owner, or any employee, representative, or agent of Owner or of any
32 subcontractor of Owner, or which arise out of any worker’s compensation claim of any employee
33 of Owner, or of any employee of any subcontractor of Owner; except to the extent such liability,
34 claim or demand arises through the negligent or intentional act or omission of Town, its officers,
35 employees, or agents. Owner agrees to investigate, handle, respond to, and to provide defense for
36 and defend against, any such liability, claims, or demands to which Owner’s indemnification
37 obligations hereunder apply, at the sole expense of the Owner. Owner also agrees to bear all
38 other costs and expenses related thereto, including court costs and attorney’s fees.

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

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

6 13. Within fourteen (14) days following the final adoption of the ordinance approving
7 this Development Agreement, the Town Clerk shall cause to be published one time in a
8 newspaper of general circulation within the Town a notice satisfying the requirements of Section
9 9-9-13 of the Development Code. The costs of publication of such notice shall be paid by the
10 Owner.

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

18 15. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
19 County, Colorado. The cost of recording this Agreement shall be paid by Owner.

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

22 17. Personal jurisdiction and venue for any civil action commenced by either party to this
23 Agreement shall be deemed to be proper only if such action is commenced in District Court of
24 Summit County, Colorado. Owner expressly waive her right to bring such action in or to remove
25 such action to any other court, whether state or federal.

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

28 If To The Town: Rick G. Holman, Town Manager
29 Town of Breckenridge
30 P.O. Box 168
31 Breckenridge, CO 80424
32

1
2 With A Copy (which
3 shall not constitute
4 notice to the Town) to:

Timothy H. Berry, Esq.
Town Attorney
P.O. Box 2
Leadville, CO 80461

5
6
7
8
9 If To The Owner:

Barbara Cross Tabb
P.O. Box 4712
Breckenridge, CO 80424

10
11
12
13 With A Copy (which
14 shall not constitute
15 notice) to:

Danny Teodoru, Esq.
Timberline Partners
P.O. Box 625
Breckenridge, CO 80424

16
17
18
19
20 Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been
21 given upon delivery. Notices personally delivered shall be deemed to have been given upon
22 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
23 Colorado Rules of Civil Procedure for service of civil process.
24

25 19. This Agreement shall be interpreted in accordance with the laws of the State of
26 Colorado without regard to its conflict of laws rules that might require it to be interpreted in
27 accordance with the laws of any state other than the State of Colorado.

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

31 [SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]
32
33

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

OWNER:

Barbara Cross Tabb

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Barbara Cross Tabb.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

MEMO

TO: Town Council

FROM: Town Attorney

RE: Council Bill No. 11 (Authorizing Conveyance of Denison Placer Phase 1 Parcel to Town of Breckenridge Housing Authority)

DATE: April 4, 2017 (for April 11th meeting)

The second reading of the ordinance authorizing the conveyance of the “D1” development parcel to the Town’s Housing Authority is scheduled for your meeting on April 11th. 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 –APRIL 11***

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

4
5 COUNCIL BILL NO. 11

6
7 Series 2017

8
9 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN-OWNED
10 REAL PROPERTY TO THE TOWN OF BRECKENRIDGE HOUSING AUTHORITY
11 (Denison Placer Phase 1)

12
13 WHEREAS, the Town of Breckenridge Housing Authority was created by the Town in
14 2015 pursuant to Part 2 of Article 4 of Title 29, C.R.S., as amended; and

15
16 WHEREAS, the Town of Breckenridge Housing Authority is authorized by Section 29-4-
17 209(1)(k), C.R.S., to acquire real property from the Town; and

18
19 WHEREAS, the Town of Breckenridge Housing Authority is authorized by Section 29-4-
20 209(1)(d), C.R.S., to prepare, carry out, and operate a “project”; and

21
22 WHEREAS, a “project” is defined in Section 29-4-203(12), C.R.S., as follows:

23
24 (A)ll real and personal property, buildings and improvements, stores, offices,
25 lands for farming and gardening, commercial facilities, and community facilities
26 acquired or constructed or to be acquired or constructed pursuant to a single plan
27 or undertaking to demolish, clear, remove, alter, or repair unsanitary or unsafe
28 housing or to provide dwelling accommodations on financial terms within the
29 means of persons of low income. The term “project” also applies to the planning
30 of the buildings and improvements, the acquisition of property, the demolition of
31 existing structures, the construction, reconstruction, alteration, and repair of the
32 improvements and all other work in connection therewith. The term “project” also
33 applies to the provision of dwelling accommodations to persons, without regard to
34 income, as long as the project substantially benefits persons of low income as
35 determined by an authority.

36
37 ; and

38
39 WHEREAS, the Town of Breckenridge Housing Authority is authorized by Section 29-4-
40 209(1)(i), C.R.S., to lease or rent any of the dwellings or other accommodations, or other lands,
41 buildings, structures, or facilities embraced in any project, and to establish and revise the rents of
42 charges therefor; and

43
44 WHEREAS, the Town owns certain real property which is suitable for the construction
45 of a project by the Town of Breckenridge Housing Authority; and

1
2 WHEREAS, the Town of Breckenridge Housing Authority desires to acquire such
3 property from the Town, and to construct thereon a housing project to be known as “Denison
4 Placer Phase 1”; and
5

6 WHEREAS, the Town of Breckenridge Housing Authority has determined that the
7 Denison Placer Phase 1 housing project meets the definition of a “project” as set forth in Section
8 29-4-203(12), C.R.S., in that it will: (i) provide dwelling accommodations on financial terms
9 within the means of persons of low income and/or; (ii) will provide dwelling accommodations to
10 persons, without regard to income, that will substantially benefit persons of low income; and
11

12 WHEREAS, the Town Council finds and determines that the Denison Placer Phase 1
13 housing project should be constructed by the Town of Breckenridge Housing Authority on the
14 hereafter described Town-owned real property; and
15

16 WHEREAS, Section 15.3 of the Breckenridge Town Charter authorizes the Town
17 Council, at its option, to convey Town-owned real property by ordinance without voter approval;
18 and
19

20 WHEREAS, the Town Council finds and determines that it is appropriate for the
21 hereafter described Town-owned real property to be conveyed to the Town of Breckenridge
22 Housing Authority for its use in constructing and operating the Denison Placer Phase 1 housing
23 project without requiring voter approval.
24

25 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
26 BRECKENRIDGE, COLORADO:
27

28 Section 1. When he has been advised by the Town Attorney that it is appropriate to do
29 so, the Mayor of the Town of Breckenridge is authorized, empowered, and directed to execute,
30 acknowledge, and deliver to Town of Breckenridge Housing Authority a special warranty deed
31 conveying to the Town of Breckenridge Housing Authority the following Town-owned real
32 property:
33

34 Part of Lot A-1, Runway Subdivision, and part of Lot 2C, Block 10, Rockpile
35 Ranch Condominiums, Town of Breckenridge, County of Summit and State of
36 Colorado [SPECIFIC LEGAL DESCRIPTION OF CONVEYANCE PARCEL
37 TO BE PROVIDED WHEN AVAILABLE]
38

39 The special warranty deed shall be in a form approved by the Town Attorney.

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

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

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE, a Colorado
8 municipal corporation
9

10
11
12 By: _____
13 Eric S. Mamula, Mayor
14

15 ATTEST:

16
17
18
19 _____
20 Helen Cospolich, CMC,
21 Town Clerk
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59



MEMORANDUM

TO: Town Council

FROM: Michael Mosher, Planner III

DATE: April 5, 2017

SUBJECT: 112 South French Street Easement (Abbett Addition, Block 4, Lot13)

Robert Crane, Karrp LLC, owner of 112 South French, has been working with Town Staff to obtain a terminable (completely at the Town's future discretion) vehicular access easement through the parking lot at the Town's Community Center and Library into the east side his property. This access easement will be used to access two future tandem parking spaces on the property if approved.



The buildings at 112 and 114 South French Street were originally under one ownership and have since been sold to separate owners. Vehicular access to 112 South French is restricted by the placement of the buildings and the existing lot lines. The applicant is seeking to provide two vehicular parking spaces on his property instead of obtaining annual off-site parking permits from the Town.

Community Development currently has a Class D development permit application for the driveway installation and landscaping pending the approval of this easement. To mitigate the impact of the driveway access through mature plantings in Town property, the approval will require landscaping both on-site and on Town property to buffer the impacts. Additionally, a landscaping covenant running with the land will be recorded to maintain this landscaping as long as the easement is in place.

Access from the parking lot is located at the end of a drive aisle on the Community Center and Library parking lot and has no impacts to the existing parking or circulation. Staff has no concerns with the designed access.

Staff will be happy to answer any questions at the April 11th work session.

1 ***FOR WORKSESSION/FIRST READING – APRIL 11***

2
3 COUNCIL BILL NO. ____

4
5 Series 2017

6
7 AN ORDINANCE AUTHORIZING THE GRANTING OF A TERMINABLE EASEMENT
8 TO KARPP, LLC
9

10 WHEREAS, Karpp, LLC has requested the granting of a terminable easement over,
11 across, and through certain property owned by the Town of Breckenridge; and

12 WHEREAS, the Town Council has determined that it should grant the requested
13 terminable easement; and

14 WHEREAS, the Town Attorney has informed the Town Council that, in his opinion,
15 Section 15.3 of the Breckenridge Town Charter requires that the granting of the easement be
16 authorized by ordinance.

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

20 Section 1. The Town Manager is authorized, empowered, and directed to execute,
21 acknowledge, and deliver to Karpp, LLC the Grant of Easement (Terminable By the Town of
22 Breckenridge) substantially in the form marked Exhibit “A”, attached hereto, and incorporated
23 herein by reference.
24

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

28 Section 3. Karpp, LLC shall pay the Town Attorney at his non-Town rate for the cost of
29 preparing the terminable easement approved by this ordinance, and the cost of preparing this
30 ordinance.

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

33 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
34 PUBLISHED IN FULL this ____ day of _____, 2017. A Public Hearing shall be held at the
35 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
36 _____, 2017, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
37 Town.
38
39

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

EXHIBIT "A"

NOTICE!
ALTHOUGH DESIGNATED AS AN EASEMENT, THE RIGHTS OF THE GRANTEE UNDER
THIS GRANT ARE FULLY TERMINABLE BY THE TOWN OF BRECKENRIDGE AS
PROVIDED IN THIS GRANT.

GRANT OF EASEMENT
(Terminable By Town of Breckenridge)

THIS GRANT OF EASEMENT ("Grant") is made and entered into at Breckenridge, Colorado this _____ day of _____, 2017, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P. O. Box 168, Breckenridge, CO 80424 ("Grantor") and KARPP, LLC, an Ohio limited liability company ("Grantee").

WITNESSETH THAT:

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant Of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, a fully terminable easement for the uses set forth in Section 3, over, across, and through the following real property situate in the Town of Breckenridge, County of Summit and State of Colorado:

A PORTION OF KLACK GULCH PLACER MS NUMBER 1224, BLOCK 2, YINGLING AND MICKLES ADDITION SUBDIVISION, TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 4, ABBETT ADDITION TO THE TOWN OF BRECKENRIDGE, SECTION 31, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPLE MERIDIAN, ALSO BEING A POINT ON THE WESTERLY BOUNDARY LINE OF KLACK GULCH PLACER MS NUMBER 1224.

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 13, BLOCK 4, ABBETT ADDITION S 10°00'00" E A DISTANCE OF 2.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING THE FOLLOWING THREE (3) COURSES:

GRANT OF EASEMENT

- 1) THENCE N 80°00'00" E, A DISTANCE OF 15.00 FEET
- 2) THENCE S 10°00'00" E, A DISTANCE OF 16.00 FEET
- 3) THENCE S 80°00'00" W, A DISTANCE OF 15.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 13, BLOCK 4, ABBETT ADDITION.

THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 13, BLOCK 4, ABBETT ADDITION N10°00'00" W, A DISTANCE OF 16.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 240.0 SQUARE FEET MORE OR LESS.

("Easement Premises")

The Easement Premises, denominated as the "Revocable Access Easement," are depicted on the attached **Exhibit "A,"** which is incorporated herein by reference.

2. Easement Appurtenant. The easement herein granted is for the benefit of and shall be appurtenant to the following described real property situate in the Town of Breckenridge, County of Summit and State of Colorado:

Lot 13, Block 4, Abbett Addition to the Town of Breckenridge, Summit County, Colorado; also known as: 112 South French Street, Breckenridge, Colorado 80424

("Grantee's Property")

3. Use Of Easement Premises. The easement herein granted may be used by Grantee, its members, licensees, lessees, business invitees, employees, and contractors, only for pedestrian and motor vehicle access to and from Grantee's Property. No other use of the Easement Premises, including, without limitation, the parking of motor vehicles within the Easement Premises, shall be made or permitted by Grantee without Grantor's prior written permission.

4. Grantor's Use Of Easement Premises. Grantor shall have the right to use and occupy the Easement Premises for any purpose not inconsistent with Grantee's full and complete enjoyment of the rights hereby granted.

5. Improvements. No improvements may be constructed by Grantee upon the Easement Premises unless authorized by a development permit issued by the Grantor in its regulatory capacity pursuant to the Town of Breckenridge Development Code (Chapter 1 of Title 9 of the Breckenridge Town Code). The terms and conditions of any such development permit shall be incorporated into and made a part of this Grant.

6. Maintenance Of Easement Premises. Grantee shall, at its sole cost, provide such maintenance, repair, or upkeep as shall be required with respect to the Easement Premises. Grantee shall further provide at its sole cost any required snow and ice plowing and removal within the Easement Premises.

GRANT OF EASEMENT

7. Non-Waiver Of Governmental Immunity. The parties hereto understand and agree that Grantor is relying on, and does not waive or intend to waive by any provision of this Grant, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended (“Act”), or any other law or limitation otherwise available to Grantor, its officers, or its employees.

8. Grantee’s Duty Of Care. Grantee shall exercise the rights herein granted to it with due care.

9. Indemnification. To the maximum extent allowed by law, Grantee shall indemnify, defend, and hold Grantor harmless from all claims, demands, judgments, and causes of action (including Grantor’s reasonable attorney’s fees, court costs, and expert witness fees) occurring on the Easement Premises and caused by the negligence or intentional wrongful act of the Grantee, its members, licensees, lessees, business invitees, employees, contractors, successors, and assigns; provided, however, the Grantee shall have no obligation under this Section 9 to the extent any claim, demand, judgment or cause of action is caused by the negligence or intentional wrongful act of the Grantor, its agents, employees, officers, contractors, licensees, lessees, successors or assigns. The Grantee’s obligations under this Section 9 shall survive the termination of the Grant and shall continue to be fully enforceable thereafter, subject to any applicable statute of limitation.

10. Insurance. Grantee shall obtain and maintain at all times, at Grantee’s sole cost, a commercial general liability insurance policy with limits of coverage of not less than the limits of liability for Colorado municipalities established from time to time by the Act. Grantee shall furnish the Grantor with a certificate of insurance evidencing compliance with the requirements of this Section 10 prior to the execution of this Grant, and within (20) days of each policy renewal or replacement during the time that this Grant is in effect. The certificate of insurance shall be sent to the Town Clerk, Town of Breckenridge, P.O. Box 168, Breckenridge, Colorado. The certificate of insurance shall provide that Grantee’s insurance policy may not be terminated or cancelled without at least thirty (30) days’ prior written notice to Grantor, sent to the Town Clerk at the above address. Each year during the term of this Grant Grantee’s insurance company shall send the Town a confirmation that the insurance required by this Section 10 is in full force and effect.

11. Termination Of Grant By Grantor. This Grant and the easement granted to the Grantee hereunder are fully terminable by the Grantor in accordance with the following terms and conditions:

A. Termination Upon Notice To Grantee. This Grant and the easement granted to the Grantee hereunder shall terminate one hundred eighty (180) days after written notification of termination is given by the Grantor to the Grantee in the manner required by Section 14. Such notice may be given at any time that that the Grantor determines, in its sole and absolute discretion, that it requires the use of the real property that is burdened by this Grant free and

clear of this Grant. Such determination shall be incontestable by the Grantee, and the Grantee covenants and agrees with the Grantor not to contest or attempt to contest the Grantor's right to terminate this Grant as allowed by this Section 11A. The one hundred eighty (180) day notice provision established by this Section 11A is agreed to be reasonable.

B. Termination Upon Default. This Grant and the easement granted to the Grantee hereunder may also be terminated by the Grantor upon the Grantee's default in the performance of the material covenants or agreements of this Grant in accordance with Section 12 of this Grant.

C. Grantee's Waiver of Rights Upon Termination. Upon the termination of this Grant by Grantor as provided herein, Grantee shall immediately: (i) vacate and cease using the Easement Premises, and (ii) re-deliver the Easement Premises to the Grantor in the same condition as existed on the date of this Grant, normal wear and tear excepted, all without further notice from Grantor. Upon the termination of this Grant, Grantee shall be deemed to have irrevocably waived all claims to the Easement Premises under any legal theory, and from and after termination of this Grant Grantee agrees not to assert any claim to the Easement Premises.

D. Grantee To Execute and Deliver Quit Claim Deed to Grantor Upon Termination. Upon the termination of this Grant by Grantor as provided herein, Grantee shall execute, acknowledge, and deliver to Grantor a quit claim deed re-conveying to Grantor all of Grantee's right, title, and interest in the Easement Premises under this Grant. The Grantee's obligations under this Section 11D shall be specifically enforceable against Grantee. Alternatively, should Grantee fail or refuse to comply with its obligations under this Section 11D, Grantee appoints Grantor as its attorney-in-fact to execute, acknowledge, and deliver the quit claim deed to Grantor as required by this Section 11D.

E. No Compensation To Grantee. If this Grant is lawfully terminated by Grantor as provided in this Grant, the Grantee shall not be entitled to receive a refund of any portion of the consideration paid for this Grant, nor shall the Grantee be compensated for the loss of Grantee's rights under this Grant.

12. Default By Grantee; Grantor's Remedies.

A. In the Grantee defaults in the performance of any of the material covenants or agreements to be kept, done, or performed by Grantee under the terms of this Grant, the Grantor may notify the Grantee in writing of the nature of such default. Within ten (10) days following receipt of such notice the Grantee shall correct such default; or, in the event of a default not capable of being corrected within ten (10) days, the Grantee shall commence correcting the default within ten (10) days of receipt of notification thereof and thereafter correct the default with due diligence. If the Grantee fails to correct the default as provided above, the Grantor, without further notice, shall have the rights provided in Section 12B.

B. If the Grantee shall fail to correct a default as provided Section 12A, in addition to such rights and remedies as shall be provided by law, the Grantor shall have the right to declare

that this Grant is terminated effective upon such date as the Grantor shall designate, and in such circumstance the provisions of Section 11.D of this Grant shall apply.

13. Attorney's Fees. If any action is brought in a court of law by either party to this Grant concerning the enforcement, interpretation, or construction of this Grant, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

14. Notices. Except as otherwise provided, all notices provided for or required under this Grant shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or three (3) days after being mailed, by certified mail, return receipt requested. Notice to the Grantor shall be sent to the Grantor's address appearing on the signature page(s) of this Grant. Notice to the Grantee shall be sent to the Grantee's address appearing on the signature page(s) of this Grant or, with respect to subsequent owners of the Grantee's Property, at the address to which tax notices for the Grantee's Property are sent by the Summit County Treasurer. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

15. Modification. This Grant may be modified or amended only by a duly authorized written instrument executed by both of the parties. Oral amendments to this Grant shall not be permitted.

16. Applicable Law. This Grant shall be interpreted in all respects in accordance with the laws of the State of Colorado without regard to its conflict of laws rules.

17. Waiver. The failure of either party to exercise any of its rights under this Grant shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

18. Payment of Town Attorney's Fees. The Grantee shall pay the Town Attorney's fees for his time incurred in connection with the preparation of this Grant.

19. Recording And Filing; Agreement Runs With The Land. This Grant shall be placed of record in the real property records of Summit County, Colorado and shall run with the land and shall bind, and the benefits shall inure to, respectively, the Grantor, and all subsequent owners of the Grantor's real property that is burdened by this Grant, and the Grantee, and all subsequent owners of the Grantee's Property; provided, however, the rights of the Grantee and all subsequent owners of the Grantee's Property under this Grant are subject to the Grantor's rights to terminate this Grant as provided in Section 11 and Section 12 of this Grant.

GRANTOR:

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

ATTEST:

By: _____
Rick G. Holman, Town Manager

Helen Cospolich, CMC,
Town Clerk

Grantor's Address:

P.O. Box 168
Breckenridge, Colorado 80424

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017, by Rick G. Holman, Town Manager, and Helen Cospolich, CMC,
Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

GRANTEE

KARPP, LLC, an Ohio limited liability company

By: _____
Robert Crane
Member/Manager

Grantee's Address:

138 Timberside Ct.
Springboro, Ohio 45066

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

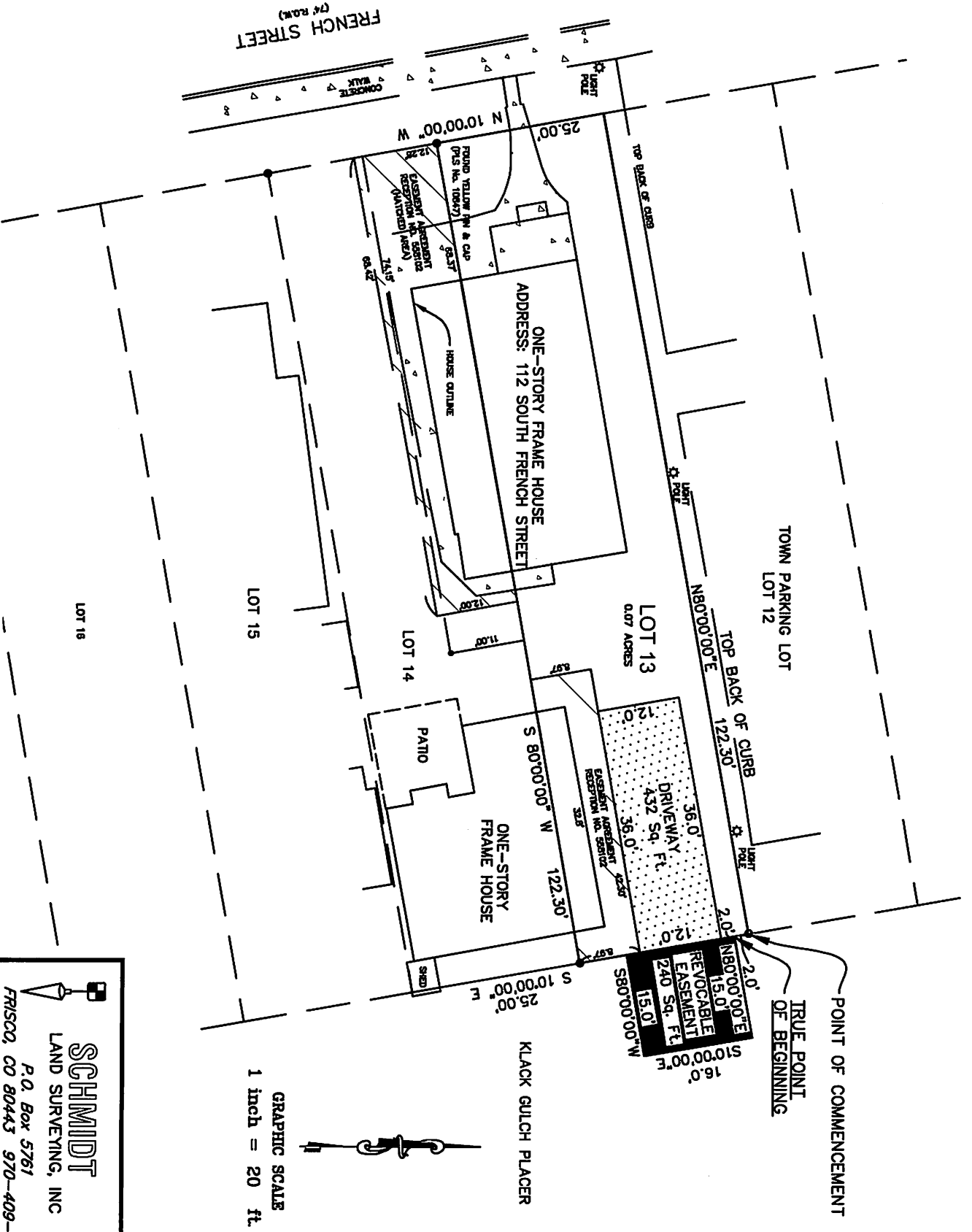
The foregoing instrument was acknowledge before me this _____ day of _____, 2017, by Robert Crane, as Member/Manager of Karpp, LLC, an Ohio limited liability company.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT -- REVOCABLE ACCESS EASEMENT
 LOT 13, BLOCK 4, ABBETT ADDITION, TOWN OF BRECKENRIDGE
 SUMMIT COUNTY, COLORADO



GRAPHIC SCALE
 1 inch = 20 ft.




SCHMIDT
 LAND SURVEYING, INC
 P.O. Box 5761
 FRISCO, CO 80443 970-409-9963

MEMORANDUM

To: Mayor and Town Council
From: Dennis McLaughlin, Chief of Police
Date: March 30, 2017
Subject: Resolution to Approve IGA with Sheriff

Staff is recommending that Council approve entering into an intergovernmental agreement between the Town and Summit County Sheriff. This resolution, if approved, will allow sworn Breckenridge Police Officers to possess full peace officer authority for enforcement of State traffic and criminal laws including the making of arrest within the jurisdictional area of Summit County.

Previous to the request from the Summit County Sheriff to enter into an IGA, Breckenridge Police Officers possessed full peace officer authority in the County jurisdiction by being sworn in as deputies of the Sheriff. The Association of County Sheriffs of Colorado has recommended, as a best practice, that County Sheriffs not swear in municipal officers for municipal police service assistance, but rather enter into an intergovernmental agreement. The primary reason for the best practice is that an IGA leaves the liability for the actions of municipal police officers operating in the jurisdictional area of Summit County on the Town rather than on the County Sheriff. The Town's insurance currently covers our officers for this kind of duty.

All other municipal police departments in Summit County have entered into this IGA with the Summit County Sheriff.

Tim Berry and I will be present at the work session on Tuesday, April 11th to answer questions.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

Town Attorney date

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

THIS Intergovernmental Agreement for the provision of Law Enforcement Services (Agreement) is made and entered into by and between the Town of Breckenridge, a Colorado municipal corporation (Breckenridge), and Summit County, a Colorado political subdivision (County) and Summit County Sheriff (“Sheriff”).

WHEREAS, Sections 29-1-203 and 30-11-410, C.R.S., permit municipal and county governments to enter into agreements for the provision of law enforcement services within the boundaries of the other agency; and

WHEREAS, Breckenridge has the authority and responsibility to enforce its traffic and criminal laws within Town limits; and

WHEREAS, Sheriff has the authority and responsibility to enforce state traffic and criminal laws and county resolutions within the limits of Summit County outside of Breckenridge town limits; and

WHEREAS, the Sheriff desires to allow duly sworn peace officers of the Breckenridge Police Department to possess full peace officer authority for enforcement of State traffic and criminal laws including the making of arrests within the jurisdictional area of Summit County; and

WHEREAS, the interests of the public are best served by Breckenridge and County entering into this Agreement.

NOW, THEREFORE, Breckenridge on behalf of its Police Department, County and Sheriff hereby agree as follows:

TERM. This Agreement shall be in effect for an initial term from March 1, 2017 through March 31, 2018. Unless either party has given the other written notice of termination as provided herein, this Agreement shall automatically renew from year to year thereafter until such time as undersigned Sheriff’s term of office expires. Terms of a renewed Agreement shall be the same terms and conditions contained herein.

DUTIES. Breckenridge agrees to provide at times, as determined solely within its discretion, duly sworn peace officers for the purpose of enforcing State traffic and criminal laws within the unincorporated areas of Summit County. Breckenridge does not represent that it will provide its officers for enforcement of State traffic and criminal laws at any particular time. Breckenridge agrees that County shall not be responsible for providing any compensation for the services of Breckenridge peace officers in connection with the performance of these duties.

AUTHORITY. Sheriff, in lieu of individual commissions, hereby grants certified peace officers of the Breckenridge Police Department full peace officer authority within the

unincorporated areas of Summit County for the purpose of enforcing state traffic and criminal laws regarding the operation of motor vehicles, as well as general criminal laws.

INTEGRATED AGREEMENT AND AMENDMENTS. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.

STATUS OF BRECKENRIDGE AND COUNTY. Breckenridge shall perform pursuant to the authority granted by this Agreement as an independent law enforcement authority and not as an agent or employee of County or Sheriff. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto. This Agreement shall not be construed as in any way establishing or as construing Breckenridge, including its officials, agents and employees, as an agent of the County or Sheriff. The parties shall remain independent and separate entities. Breckenridge, including its officials, employees and agents, shall not be supervised by any employee or official of County or Sheriff except to the extent that in the Sheriff's jurisdiction the Sheriff or designee may direct the actions or discontinue the actions of a Breckenridge police officer. Neither party shall represent that they are an employee or agent of the other in any capacity.

INSURANCE. Breckenridge will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities in the performance of its law enforcement authority under this Agreement; including workers' compensation, automobile liability and general liability.

LIABILITY. Neither party is responsible for the actions of the other party's employees or agents. Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, neither the County nor Breckenridge waives nor intends to waive, as to any person not a party to this Agreement, the limitations on liability which are provided to Breckenridge and the County under the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S.

TERMINATION. This Agreement may be terminated without cause at the discretion of Breckenridge or the County upon ten (10) day's written notice. This Agreement will terminate to coincide with the term of the undersigned Sheriff. This Agreement shall also be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other and if the conditions of noncompliance specified in such notice are not corrected within 30 days of the date of such notice, this Agreement shall be terminated and of no further effect at the option of the party not in default of the terms herein

contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

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

Town of Breckenridge
Chief of Police
Breckenridge Police Department
150 Valley Brook Street
Breckenridge, Colorado 80424

Summit County Government
County Manager
P.O. Box 68
208 Lincoln Ave.
Breckenridge, CO 80424

Summit County Sheriff
Summit County Justice Center
PO Box 210
501 N. Park Ave.
Breckenridge, Colorado 80424

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.

COMPLIANCE WITH ORDINANCES AND REGULATIONS. Breckenridge shall provide law enforcement in the jurisdiction of County and Sheriff as authorized under this Agreement in compliance with all County ordinances, Sheriff's regulations and state and federal laws and regulations applicable to law enforcement, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

NO IMPLIED REPRESENTATIONS. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

NO THIRD PARTY BENEFICIARIES. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Breckenridge or the County receiving services or benefits under this Agreement shall be only an incidental beneficiary.

WAIVER. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

SEVERABILITY. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

AUTHORITY. The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

TOWN OF BRECKENRIDGE,
COLORADO

SUMMIT COUNTY, COLORADO

ERIC MAMULA, MAYOR

KARN STEIGELMIEIR, CHAIR
BOARD OF COUNTY COMMISSIONERS

Date: _____

Date: _____

ATTEST:

ATTEST:

BRECKENRIDGE TOWN CLERK

SUMMIT COUNTY CLERK & RECORDER

APPROVED AS TO CONTENT:

OFFICE OF THE SUMMIT COUNTY
SHERIFF:

DENNIS MCLAUGHLIN,
CHIEF OF POLICE

JAIME FITZSIMONS, SHERIFF

ATTEST:

SUMMIT COUNTY CLERK & RECORDER

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

RE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO CONCERNING THE HURON LANDING AUTHORITY

DATE: April 5, 2017 (for April 11th meeting)

Staff has prepared a Resolution which would authorize the Town to enter into an Intergovernmental Agreement with the County for the purpose of creating the Huron Landing Authority. The Authority would be a separate single purpose public entity that would own and manage the Huron Landing project. The Authority would be managed by a three person Board of Directors, two appointed by the Town and one appointed by the County. The Town and the County both have the authority to create a separate legal entity to provide services or functions thru an Intergovernmental Agreement.

The original Intergovernmental Agreement (IGA) dated January 15, 2016 outlined the collaboration between the Town and County on the Huron Landing project, including the construction and on-going management/operation. That IGA anticipated that the County would convey interest in their property to the Town and the project would be jointly owned and operated. As we are approaching project completion and establishing the management/operation practices we have determined that it is preferable to create a single purpose public entity to own the project. This is similar to the Pinewood 2 LLLP which owns Pinewood 2, but in the case of Huron Landing, the separate entity would be a public entity, not a 'for profit' entity. Because this is a joint project we opted not to utilize either the Town of Breckenridge Housing Authority or the Summit Combined Housing Authority.

The most significant benefit of the Huron Landing Authority is the ability to obtain property and liability insurance from CIRSA which will only insure if the Town owns the majority stake in the property and if the ownership entity is a public entity. To satisfy this requirement the Town would control two Board positions under the proposed IGA. A property owned 50/50 would not qualify for either the Town's insurer or the County's insurer. Another benefit of the Authority is separate accounting/books for better tracking income/revenue of the project. The Authority also satisfies the 'public use' requirement associated with the tax exempt bonds (Certificate of Participation) that were used for the financing.

Staff has reviewed this ownership structure and the IGA with the County and they are in agreement. We recommend approval of the Resolution as presented and will be available at your meeting to answer questions.

1
2 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
3 BRECKENRIDGE, COLORADO:
4

5 Section 1. The Intergovernmental Agreement (Huron Landing Authority) with Summit
6 County, Colorado, acting by and through the Board of County Commissioners (**Exhibit "A"**
7 hereto), is approved; and the Mayor is authorized, empowered, and directed to execute such
8 Intergovernmental Agreement for and on behalf of the Town of Breckenridge.
9

10 Section 2. Minor changes to or amendments of the approved agreement may be made by
11 the Town Manager if the Town Attorney certifies in writing that the proposed changes or
12 amendments do not substantially affect the consideration to be received or paid by the Town
13 pursuant to the approved agreement, or the essential elements of the approved agreement.
14

15 Section 3. This resolution is effective upon adoption.
16

17 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2017
18

19 TOWN OF BRECKENRIDGE, a Colorado
20 municipal corporation
21

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

27 ATTEST:
28
29
30

31 _____
32 Helen Cospolich, CMC,
33 Town Clerk
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

INTERGOVERNMENTAL AGREEMENT
(Huron Landing Authority)

This Intergovernmental Agreement (this “**Agreement**”) is dated _____, 2017 (the “**Effective Date**”) and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”) and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (the “**County**”). The Town and the County are sometimes referred to individually as a “**Party**,” and together as the “**Parties**.”

WHEREAS, the Parties entered into that Intergovernmental Agreement dated January 15, 2016 related to the joint development of an affordable workforce housing project on the County’s real property described on the attached Exhibit “A” (the “**Property**”) and commonly known as 0143 Huron Road in Breckenridge, Colorado; and

WHEREAS, the Parties’ affordable workforce housing project will consist of twenty six (26) units, and will be known as “Huron Landing” (“**Project**”); and

WHEREAS, the construction of the Project is nearing completion; and

WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., as amended (the “**Intergovernmental Relations Statute**”), and Article XIV, Section 18(2)(a) of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Town and the County are each authorized to own and operate an affordable workforce housing project such as the Project; and

WHEREAS, the Parties have determined that it is desirable to create a separate legal entity, to be known as the “Huron Landing Authority,” to own, operate, manage, control, and rent the Project, all as provided in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - THE AUTHORITY

Section 1. Establishment of Authority. The “Huron Landing Authority” (“**Authority**”) is hereby established.

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Section 2. Legal Status of Authority. The Authority shall be a political subdivision and a public corporation, separate from the Parties.

Section 3. Purpose of Authority. The purpose of the Authority is to own, operate, manage, control, and rent the Project, all as provided in this Agreement.

Section 4. Authority's Office. The office of the Authority shall be the Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado, or such other place as the Board of Directors of the Authority (the "**Board**") may designate.

Section 5. Books and Records of Authority. Unless otherwise directed by the Board the books and records for the Authority shall be maintained at the Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado. Each Party has the right, at its sole cost and expense, at all reasonable times during usual business hours to audit, examine, and copy the books and records of the Authority. Such right may be exercised through any agent or employee of such Party. The books and records of the Authority may be subject to public inspection and copying pursuant to the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S., or other applicable law.

Section 6. Seal. The Board shall adopt a seal for the Authority that shall be circular in form and shall contain the name of the Authority and such other information as the Board shall determine.

ARTICLE 2 - POWERS OF THE AUTHORITY

Section 1. Powers of Authority.

A. The Authority shall have all powers, privileges, and duties vested in or imposed on it by the Intergovernmental Relations Statute, this Agreement and any other applicable law, as well as all rights, powers, privileges, and duties arising from or inherent to its ownership of the Project.

B. Without limiting the generality of the preceding Section, the Authority shall have the following powers:

- (i) to own, operate, manage, control, and rent the Project to tenants meeting the qualifications established from time to time by the Board;
- (ii) to obtain: (a) general liability insurance, and (b) property and casualty insurance on the Project, with such insurance providers and in such amounts as the Board shall determine;
- (iii) to establish and amend from time to time the qualifications and limitations of persons to whom the units in the Project shall be rented;

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

- (iv) to hire and terminate managing agents and other employees, agents, and independent contractors, as well as attorneys and accountants;
- (v) to institute, defend, or intervene in litigation or administrative proceedings in accordance with applicable law, including, but not limited to, the power to evict any tenant of the Project who fails or refuses to comply with the terms and conditions of a lease or any other agreement for use of a unit in the Project;
- (vi) to make contracts and incur liabilities, subject to any applicable restriction or limitation;
- (vii) to regulate the use, maintenance, repair, replacement, and modification of the Project;
- (viii) to acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
- (ix) to grant easements, leases, licenses, and concessions through or over the Project;
- (x) to establish and amend from time to time rules and regulations governing the use of the Project by tenants and their guests;
- (xi) to enforce covenants, restrictions, and conditions affecting the Project; and
- (xii) to exercise any other powers conferred by this Agreement or applicable law.

C. Notwithstanding Section 29-1-203(5), C.R.S., the Authority shall not have the power to make loans to any government pursuant to such section.

D. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the sections or paragraphs of this Article 2 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 2.

ARTICLE 3 - BOARD OF DIRECTORS

Section 1. Powers and Duties. The Authority shall be governed by a Board of Directors as described in this Article 3. All legislative power of the Association shall be vested in the Board. The Board shall exercise and perform all powers, privileges, and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate any of its powers to any director, officer, employee, or agent of the Authority.

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Section 2. Directors. The Board shall be composed of three (3) directors. The Town shall select and appoint two (2) directors, and the County shall select and appoint one (1) director. Each Party may also appoint Alternate Director(s) as its proxy to attend and represent it at a Board meeting whenever a regular director is unable to attend the Board meeting, and such Alternate Director may vote in accordance with this Agreement on any matter which may come before the Board at such meeting.

Section 3. Terms of Office. The term of office of each director shall commence with his or her appointment and shall continue until the date on which a successor is duly appointed.

Section 4. Resignation, Removal, and Vacancies. Any director may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning. A director may be removed at any time by the governing body of the Party that appointed him or her, in its sole and exclusive discretion, effective upon receipt by the Secretary or the Chair of written notice signed by a duly authorized representative the governing body of the appointing Party. Vacancies in the office of any director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 2 of this Article 3.

Section 5. Compensation. Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 6. Voting; Quorum. All actions of the Board shall be approved by the affirmative vote of at least a majority of a quorum of the directors eligible to vote thereon. A quorum shall consist of a majority of the directors then in office.

Section 7. Bylaws and Rules. The Board may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and other rules or procedures. The bylaws shall be consistent with this Agreement, and other applicable law.

ARTICLE 4 - OFFICERS AND DUTIES

Section 1. Generally. The Board shall annually select and appoint a Chair, a Vice Chair, a Secretary, and a Treasurer. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers, and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be directors. Other officers may, but need not, be directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person. All officers of the Authority shall be persons of the age of eighteen (18) years or older.

Section 2. Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds, and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers, and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 3. Vice Chair. The Vice Chair shall be the officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair. The Vice Chair shall have such additional authority, powers, and duties as are prescribed by the Board.

Section 4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers, and duties as are appropriate and customary for the office of secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds of the Authority, and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State of Colorado applying to the deposit and investment of funds of a separate legal entity formed under the Intergovernmental Relations Statute. The Treasurer shall have such additional authority, powers, and duties as are appropriate and customary for the office of treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 6. Resignation and Removal. Any officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board in its discretion.

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Section 7. Changes to Authority, Powers, and Duties. Notwithstanding any other provision of this Article 4, the Board at any time may expand, limit, or modify the authority, powers, and duties of any officer.

Section 8. Vacancies. Vacancies in the office of any officer shall be filled in the same manner in which such office was originally filled.

Section 9. Compensation. The Authority may compensate officers who are not directors for services performed, and may reimburse them for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 10. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority, this Agreement, or any other applicable law, rule, regulation, or contract.

ARTICLE 5 - AUTHORITY MEETINGS SUBJECT TO OPEN MEETINGS LAW

Section 1. Open Meeting Law Applies. All meetings of the Authority shall be subject to the provisions of the Colorado Open Meetings Law, Title 24, Article 6, Part 4, C.R.S., as amended from time to time. Without limiting the generality of the preceding sentence, notice of each regular or special meeting of the Authority shall be posted by the Secretary on the bulletin board located outside of the south entrance of the Breckenridge Town Hall not less than twenty four (24) hours prior to the holding of the meeting. The posting shall include specific agenda information where possible.

Section 2. List of Interested Parties. The Secretary shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings of the Authority, or meetings when certain specified policies will be discussed, and shall provide not less than twenty four (24) hours advance notification of such meetings to such persons. Notice may be given by telephone, electronically, fax, or in person. Such notice as may be provided by the Secretary pursuant to this Section 2 is determined to be reasonable and sufficient. The unintentional failure to provide such advance notice will not nullify actions taken by the Authority at an otherwise properly noticed meeting.

ARTICLE 6 - FISCAL YEAR; ANNUAL BUDGET; ACCOUNTING; AUDIT

Section 1. Fiscal Year. The first fiscal year of the Authority shall close on December 31, 2017, and thereafter the fiscal year of the Authority shall extend from January 1 of each year to December 31 of each year.

Section 2. Annual Budget. The Board shall adopt an annual budget for the Association. The budget shall comply with the requirements of Part 1 of Article 1 of Title 29, C.R.S.

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Section 3. Accounting. The Board shall comply with the requirements of Part 5 of Article 1 of Title 29, C.R.S., concerning accounting.

Section 4. Audit. The Board shall comply with the requirements of Part 6 of Article 1 of Title 29, C.R.S., concerning an annual audit of the affairs of the Association. If shall be sufficient if the affairs of the Association are included in the Town's annual audit.

ARTICLE 7 - AUTHORITY FINANCES

Section 1. Project Debt Service. In 2016 the Town issued its certificates of participation that included the amount of \$8,629,480.30 to finance the costs of developing and constructing the Project. The debt service for the Project (the "**Project Debt Service**") shall be the principal amount of \$8,629,480.30, together with applicable interest thereon, and any applicable fees and other charges related to the Project Debt Service as provided in the documentation concerning the certificates of participation issued by the Town.

Section 2. Project Revenue. All net operating revenue of the Project shall be applied toward the Project Debt Service until the Project Debt Service has been fully paid. It is understood that the net operating revenue of the Project is not anticipated to fully pay the Project Debt Service, and the Parties agree that the Town shall pay 51% of any portion of the Project Debt Service that is not covered by the net operating revenue of the Project, and the County shall pay the remaining 49% of any portion of the Project Debt Service that is not covered by the net operating revenue of the Project. "Net Operating Revenue" of the Project means the total of all income received by the Parties from the operation of the Project, less all expenses incurred and paid by the Parties in connection with the operation of the Project. Once the Project Debt Service for the Project has been fully paid, the Net Operating Revenue of the Project shall be distributed to the Parties as provided in Section 3 of this Article 7.

Section 3. Distribution of Net Operating Revenue. Once the Project Debt Service has been fully paid, 51% of the net operating revenue of the Project shall be paid to the Town and the remaining 49% of the net operating revenue shall be paid to the County. The Parties shall agree upon the frequency of the distribution of the Net Operating Revenues.

Section 4. Allocation of Project Losses. If there are losses suffered from the Project, it is agreed that the Town shall pay 51% of any such Project losses, and the County shall pay the remaining 49% of any such losses.

ARTICLE 8 - PROJECT PROPERTY

Section 1. Title to Be Held By the Authority. The Parties acknowledge that prior to the Effective Date the Property was solely owned by the County. Upon the Effective Date, however, the Parties agree that the Authority shall own the Property during the term of this Agreement. To accomplish this, the County agrees to execute and deliver to the Authority an appropriate warranty deed conveying the real property upon which the Project is located to the Authority,

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

subject to all existing liens and encumbrances of record as of the date of the execution of the deed, and reserving to the County the right-of-way for County Road 450 and the recreational pathway.

Section 2. Waiver of Right to Partition. Neither the Town nor the County have any right to partition the Property or any of the Parties' jointly owned assets exclusively used or associated with the Project, and both the Town and the County hereby irrevocably waive any and all rights that they might have to maintain any action for partition of the Property and such jointly owned assets.

ARTICLE 9 - TERM OF AGREEMENT

Section 1. Term. The term of this Agreement shall commence on the Effective Date, and shall continue until it is terminated by mutual agreement of the Parties or as otherwise provided in this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any bonds, notes, or other obligations (including, but not limited to, the Project Debt Service) outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

ARTICLE 10 - DEFAULT; RESOLUTION OF DISPUTES

Section 1. Default. A default exists under this Agreement if any Party violates any covenant, condition, or obligation required to be performed under this Agreement. As used in this Section, a Party violating any covenant, condition, or obligation required to be performed under this Agreement is the "Defaulting Party," and the other Party is the "Non-Defaulting Party." If a Defaulting Party fails to cure such default within thirty (30) business days after the other Non-Defaulting Party gives written notice of the default to the Defaulting Party then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement, subject to the provisions of Article 9 and Article 11 of this Agreement. If a default is not capable of being cured within thirty (30) business days, a Defaulting Party shall not be in default if it commences curing the default within thirty (30) business days after receipt of written notice of default from the Non-Defaulting Party, and thereafter cures such default with due diligence and in good faith. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of any Party to invoke the remaining provisions of this Section.

Section 2. Negotiation. Either Party may give the other Party written notice of any dispute arising out of or related to this Agreement that is not resolved in the normal course of business. The Parties shall attempt in good faith to resolve any such dispute promptly by negotiations between the Parties' authorized representatives. Within fifteen (15) business days after receipt of said notice, authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) business days of the notice of dispute, or if the Parties fail to initially meet within fifteen

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

(15) business days, either Party to the dispute may initiate mediation of the controversy as provided below.

Section 3. Mediation. If the dispute has not been resolved by negotiation as provided above, the Parties shall endeavor to settle the dispute by mediation with a neutral third party. If the Parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral third party to mediate.

Section 4. Judicial Action. Any dispute arising out of or relating to this Agreement or the breach, termination, or validity hereof, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ACTION TO ENFORCE, INTERPRET, OR CONSTRUE THIS AGREEMENT.**

Section 5. Provisional Remedies. The procedures specified in this Article 10 are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Article 10.

Section 6. Performance To Continue. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

Section 7. Extension Of Deadlines. All deadlines specified in this Article 10 may be extended by mutual agreement.

Section 8. Costs. Each Party shall pay its own costs with respect to negotiation and mediation. The prevailing Party in any judicial action is entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorney fees and expert witness fees, in connection with such judicial action.

ARTICLE 11 - DISTRIBUTION OF ASSETS UPON TERMINATION OF AGREEMENT; RIGHT TO FINAL ACCOUNTING

Section 1. Disposition of Project and Property Upon Termination. Upon the lawful termination of this Agreement as provided herein, except for a termination due to non-appropriation prior to full payment of the Project Debt Service as provided in Article 13, the Parties shall promptly and in good faith attempt to agree upon a fair and equitable disposition of the Property and the Project, the Parties' jointly owned assets exclusively used or associated with the Project, and all other remaining Project assets, income, and liabilities. For this purpose,

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

authorized representatives of the Parties shall meet not later than fifteen (15) business days after the effective date of termination at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve all issues related to the disposition of the Property and all remaining Project assets, income, and liabilities. If the matter has not been resolved within sixty (60) business days of the effective date of termination of this Agreement, the Property, together with all of the Parties' jointly owned assets exclusively used or associated with the Project, shall be offered for sale for cash at their then fair market value. The "**Fair Market Value**" of the Property and the Parties' jointly owned assets shall be determined by an appraiser mutually acceptable to the Parties. The appraiser shall be a licensed Colorado real estate broker with no less than ten (10) years' experience in appraising real property in Summit County, Colorado. If the Parties are unable to agree upon a mutually acceptable appraiser, the appraiser shall be selected by the Chief Judge of the Fifth Judicial District. The appraiser's determination shall be binding on the Parties. The cost of the appraisal shall be paid equally by the Parties. Either Party may be the purchaser of the other Party's right, title, and interest in the Property and the Parties' jointly owned assets exclusively used or associated with the Project. The net sale proceeds of the Property and the Parties' jointly owned assets exclusively used or associated with the Project, shall be used to pay the balance of the Project Debt Service for the Project, and any balance of such proceeds shall then be divided equally between the Parties.

Section 2. Right to Final Accounting. In addition to such other remedies as may be available by applicable law or this Agreement, and without regard to a Party's receipt of a share of the net sale proceeds of the Property and the Parties' jointly owned assets exclusively used or associated with the Project as described in Section 1 of this Article 11, either Party has the right to a final accounting of all financial matters associated with the development of the Property and the operation of the Project to assure compliance with the terms and conditions of this Agreement. A request for a final accounting must be made no later than the last to occur of:

A. The expiration of 180 days after the sale of the Property and the Parties' jointly owned assets exclusively used or associated with the Project pursuant to Section 1 of this Article 11; or

B. The expiration of one (1) year after that effective date of the termination of this Agreement.

The failure to make a timely request for a final accounting shall be a waiver of the right to a final accounting.

ARTICLE 12 - INDEMNIFICATION

Section 1. Indemnification. All actions or omissions by any Party or the Authority, including their respective representatives, employees, agents, volunteers, or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, the other Party for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees,

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

arising out of or relating to the acts or omissions of such Party. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act (the “**Immunity Act**”) Title 24, Article 10, C.R.S., as now or hereafter amended, and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity, or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section 1 shall survive the termination of this Agreement and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

ARTICLE 13 - ANNUAL APPROPRIATION

Section 1. Town Obligation Subject to Appropriation. Financial obligations of the Town under this Agreement payable after the current fiscal year in which this Agreement is executed are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Town Council of the Town of Breckenridge, Colorado.

Section 2. County Obligation Subject to Appropriation. Financial obligations of the County under this Agreement payable after the current fiscal year in which this Agreement is executed are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the Board of County Commissioners of Summit County, Colorado.

Section 3. Right to Terminate Upon Non-Appropriation. If the governing body of the either Party (the “**Non-Appropriating Party**”) fails to appropriate and budget sufficient funds to pay the financial obligations of the Non-Appropriating Party under this Agreement, this Agreement may be terminated by either Party without penalty, but subject to the remainder of this Article 13.

Section 4. Required Conveyance of the Property Upon Termination Due to Non-Appropriation. In the event of non-appropriation prior to the full payment of the Project Debt Service the Non-Appropriating Party shall, upon request of the other Party, execute, acknowledge, and deliver to the other Party a deed and bill of sale conveying to the other Party all of the Non-Appropriating Party’s right, title, and interest, of whatever kind or nature, in and to the Project and the Property. The conveyance of the Project and the Property pursuant to this Section 4 shall not be a waiver of the Non-Appropriating Party’s rights under this Agreement, but the provisions of Section 1 of Article 11 concerning the forced disposition of the Property shall not apply in the event of the termination of this Agreement as a result of non-appropriation prior to the full payment of the Project Financing. The provisions of this Section 4 are specifically enforceable, and both Parties irrevocably waive the right to challenge the enforceability of such specific performance remedy.

Section 5. No Constitutional Debt. Neither the Town’s nor the County’s obligations under this Agreement shall constitute a general obligation indebtedness or multiple year direct or

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 1. Force Majeure. Neither Party is liable to the other Party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the control of that Party, including, without limitation, strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control.

Section 2. Notices. All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies directed as follows:

If intended for the Town to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Rick G. Holman, Town Manager
Telecopier number: (970)547-3104
Telephone number: (970)453-2251

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

Timothy H. Berry, Esq.
Town Attorney
Timothy H. Berry, P.C.
131 West 5th Street
P. O. Box 2
Leadville, Colorado 80461
Telephone number: (719)486-1889
Telecopier number: (719)486-3039

If intended for the County, to:

Board of the County Board members
P.O. Box 68
Breckenridge, Colorado 80424
Attn: Scott Vargo, County Manager

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Telephone number: (970)453-3401
Telecopier number: (970)453-3535

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

Jeffrey L. Huntley, Esq.
Summit County Attorney
P.O. Box 68
Breckenridge, Colorado 80424
Telephone number: (970)453-3407
Telecopier number: (970)454-3535

Any notice delivered by mail in accordance with this Section 2 is effective on the third business day after being deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered by telecopier in accordance with this Section 2 is effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier in accordance with this Section 2 is effective upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent. E-mail is not a valid method for the giving of notice under this Agreement.

Section 3. Third Parties. This Agreement does not confer upon or grant to any third party any right to claim damages or to bring suit, action, or other proceeding against either the Town or the County because of any breach of this Agreement, or because of any of the terms, covenants, agreements, and conditions contained in this Agreement.

Section 4. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by either Party waiving its rights.

Section 5. Applicable Law. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado.

Section 6. Effect of Prior Agreements. Except where inconsistent with the provisions of this Agreement, the Intergovernmental Agreement dated January 15, 2016 related to the joint development of an affordable workforce housing project on the Property remains in full force and effect. To the extent there is a conflict between this Agreement and the Intergovernmental Agreement dated January 15, 2016, this Agreement shall control.

Section 7. Amendment. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this Agreement is allowed.

INTERGOVERNMENTAL AGREEMENT (HURON LANDING AUTHORITY)

Section 8. Severability. If any of the provisions of this Agreement are declared by a final, non-appealable judgment court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 9. “Day” Defined. Unless specifically indicated to be a business day, the term “day” when used in this Agreement means a calendar day. A “business day” is a day when the banks in the Town of Breckenridge, Colorado are open for business.

Section 10. Section Headings. Section and subsection headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

Section 11. Authority. The individuals executing this Agreement on behalf of each of the Parties represent to the other Party that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.

Section 12. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

Section 13. Incorporation of Exhibit. The attached **Exhibit “A”** is incorporated into this Agreement by reference.

Section 14. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successor governing boards.

Section 15. Approval By Governing Boards. In accordance with Section 29-1-203(1), C.R.S., this Agreement shall not become effective unless and until it has been approved by the governing bodies of both the Town and the County, or by such persons as has the power to approve this Agreement on behalf of the Town and the County.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:

Chair

ATTEST:

Clerk and Recorder, and *ex-officio*
clerk to the Board of the County Board members

EXHIBIT "A"
TO
INTERGOVERNMENTAL AGREEMENT
(Huron Landing Authority)

Legal Description of the Property

PARCEL A: Government Lot 45, Section 30, Township 6 South, Range 77 West of the 6th Principal Meridian, County of Summit, State of Colorado

AND

PARCEL B: Parcel E, I-1 Industrial Area, According to the plat filed November 8, 1977 under Reception No. 170069, County of Summit, State of Colorado,

Said two parcels being more further described as follows:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF LOT 13, THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, ACCORDING TO THE PLAT OF THE HIGHLANDS AT BRECKENRIDGE FILING NUMBER 1, RECORDED SEPTEMBER 15, 1994 AT RECEPTION NUMBER 476056. SAID POINT IS THE TRUE POINT OF BEGINNING.

THENCE CONTINUING THE FOLLOWING SEVEN COURSES:

- 1.) S 54°09'38" E A DISTANCE OF 250.00 FEET;
- 2.) S 57°15'00" W A DISTANCE OF 88.32 FEET;
- 3.) S 10°00'29" E A DISTANCE OF 147.77 FEET;
- 4.) N 54°12'03" W A DISTANCE OF 146.42 FEET;
- 5.) 89.36 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 241.92 FEET AND A CENTRAL ANGLE OF 21°09'50". CHORD BEARING IS N66°13'22" W AND CHORD LENGTH IS 88.85 FEET.
- 6.) N 76°19'00" W A DISTANCE OF 218.93 FEET;
- 7.) N 57° 15'00" E A DISTANCE OF 307.62 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 1.48 ACRES MORE OR LESS.

MEMO

TO: Breckenridge Town Council

FROM: Laurie Best-Community Development Department

RE: A RESOLUTION APPROVING A FIFTH AMENDMENT TO ANNEXATION AGREEMENT WITH UNION MILL, INC.
(The Wellington Neighborhood/Lincoln Park)

DATE: April 5, 2017 (for April 11th meeting)

The Resolution that is attached would modify certain conditions/caps that were established in regard to the Town's subordination of the Restrictive Covenant for the Wellington Neighborhood. In 2015 the Town agreed, pursuant to the fourth amendment to the annexation agreement, to subordinate the Restrictive Covenant to the developer's construction loans for the individual units. This was a requirement of the construction lender. The caps that were established in 2015 were intended to minimize the risk to the Town in the event the developer defaulted on loan (s) and the bank foreclosed on their lien, which would result in the termination of the deed restriction for that property.

The caps established in 2015 were based on the anticipated construction schedule and included one cap for the under 80% AMI units to limit the number of units and the value of the loans at any one time and another cap for the over 80% AMI units. The 80% AMI units have now been completed and the rest of the final build out of Lincoln Park is proceeding at a faster pace than originally anticipated, so the developer requested modification to the annexation agreement to adjust the caps. The request is to allow subordinations for a maximum of 13 units at one time with a total loan value not to exceed \$6 million. According to the request from Brynn Grey, adjusting the caps would allow the Wellington Neighborhood/Lincoln Park to maintain their current pace and complete the project in Fall of 2018, while maintaining the existing caps would require a slow down of construction and push the completion to Spring of 2022.

Staff reviewed the request with the Housing Committee and Council in January. Given that the demand is strong and the risk of default is low (the build out of Wellington Neighborhood, which started in 2000, is almost complete) both the Committee and the Council were supportive of the changes. Staff recommends approval of the Resolution as attached and will be available at your meeting to answer questions. Thank you.

1 **FOR WORKSESSION/ADOPTION – APR. 11**

2
3 RESOLUTION NO. ____

4
5 SERIES 2017

6
7 A RESOLUTION APPROVING A FIFTH AMENDMENT TO ANNEXATION AGREEMENT
8 WITH UNION MILL, INC.
9 (The Wellington Neighborhood/Lincoln Park)

10
11 WHEREAS, the Town and Brynn Grey V, LLC, a Colorado limited liability company,
12 entered into that certain Annexation Agreement dated August 24, 1999 and recorded in the
13 Summit County, Colorado real estate records on October 18, 1999 at Reception No. 608041
14 (“Annexation Agreement”); and

15
16 WHEREAS, Union Mill, Inc., a Colorado corporation (“**Union Mill**”), is the successor in
17 interest to Bryn Grey V, LLC, a Colorado limited liability company; and

18
19 WHEREAS, the Annexation Agreement pertains to the annexation to the Town and
20 development of the project known as the “Wellington Neighborhood,” and now includes the
21 development of a project known as “Lincoln Park;” and

22
23 WHEREAS, the Annexation Agreement was previously amended by that Amendment to
24 Annexation Agreement dated February 28, 2006 and recorded in Summit County, Colorado real
25 estate records on March 22, 2006 at Reception No. 817872; and

26
27 WHEREAS, the Annexation Agreement was further amended by that Second
28 Amendment to Annexation Agreement dated November 23, 2010 and recorded in Summit
29 County, Colorado real estate records on December 28, 2010 at Reception No. 954419; and

30
31 WHEREAS, the Annexation Agreement was further amended by that Third Amendment
32 to Annexation Agreement dated March 25, 2014 and recorded in Summit County, Colorado real
33 estate records on May 23, 2014 at Reception No. 1055482; and

34
35 WHEREAS, the Annexation Agreement was further amended by that Fourth Amendment
36 to Annexation Agreement dated October 27, 2015 and recorded in Summit County, Colorado
37 real estate records on November 4, 2015 at Reception No. 1096307; and

38
39 WHEREAS, the Union Mill and Town desire to further amend the Annexation
40 Agreement, as previously amended, as more fully set forth in the proposed “Fifth Amendment to
41 Annexation Agreement,” a copy of which is marked **Exhibit “A”**, attached hereto, and
42 incorporated herein by reference; and

43
44 WHEREAS, the Town Council has reviewed the proposed “Fifth Amendment to
45 Annexation Agreement,” and finds and determines that the approval of such agreement would be
46 in the best interests of the Town and its citizens.

1
2 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
3 BRECKENRIDGE, COLORADO:
4

5 Section 1. The “Fifth Amendment to Annexation Agreement” between the Town and
6 Union Mill, Inc., a Colorado corporation (**Exhibit “A”** hereto), is approved, and the Town
7 Manager is authorized to execute such document for and on behalf of the Town of Breckenridge.
8

9 Section 2. This resolution is effective upon adoption.
10

11 RESOLUTION ADOPTED AND APPROVED THIS ____ DAY OF _____, 2017.
12

13 TOWN OF BRECKENRIDGE, a Colorado
14 municipal corporation
15

16
17
18 By: _____
19 Eric S. Mamula, Mayor
20

21 ATTEST:
22

23
24
25 _____
26 Helen Cospolich, CMC,
27 Town Clerk
28

29 APPROVED IN FORM
30

31
32
33 _____
34 Town Attorney date
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

FIFTH AMENDMENT TO ANNEXATION AGREEMENT

This Fifth Amendment to Annexation Agreement (“Fifth Amendment”) is made and entered into as of the ____ day of _____, 2017 by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Town”) and UNION MILL, INC., a Colorado corporation (“Owner”), to amend the Annexation Agreement dated August 24, 1999 and recorded in the Summit County, Colorado real estate records on October 18, 1999 at Reception No. 608041 (“Annexation Agreement”), as previously amended by the Amendment to Annexation Agreement dated February 28, 2006 and recorded in the Summit County, Colorado real estate records on March 22, 2006 at Reception No. 817872 (“First Amendment”), the Second Amendment to Annexation Agreement dated November 23, 2010 and recorded in the Summit County, Colorado real estate records on December 28, 2010 at Reception No. 954419 (“Second Amendment”), the Third Amendment to Annexation Agreement dated March 25, 2014 and recorded in the Summit County, Colorado real estate records on May 23, 2014 at Reception No. 1055482 (“Third Amendment”), and the Fourth Amendment to Annexation Agreement dated October 27, 2015 and recorded in the Summit County, Colorado real estate records on November 4, 2015 at Reception No. 1096307 (“Fourth Amendment”).

WHEREAS, Owner and Town desire to further amend the Annexation Agreement as fully set forth hereafter.

NOW, THEREFORE, in consideration of the recitals, promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein shall have the same meaning as provided in the Annexation Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, unless otherwise defined in this Fifth Amendment.

2. **AMENDMENT TO SECOND AMENDMENT TO ANNEXATION AGREEMENT.** Paragraph 3 of the Second Amendment is amended to read as follows:

3. **RESTRICTIVE COVENANT SUBORDINATED TO HORIZONTAL AND VERTICAL FINANCING.** The Town agrees to subordinate its interests under the Restrictive Covenant to deed(s) of trust to pay the costs of design, permitting, marketing and physical construction necessary to complete the Project, subject to the following conditions:

a) with respect to the Horizontal Financing:

- (i) the aggregate principal amount of Horizontal Financing is less than \$1,500,000²; and

² Commencing with the date of this Fifth Amendment, the maximum loan amount shall be increased annually by an amount equal to the increase in the Denver-Boulder-Greeley Consumer Price Index, All Items.

- (ii) the Owner has provided the Town an MAI appraisal confirming that the principal amount of the loan is not more than 65% of the appraised deed restricted, completed value of the Project.

b) with respect to the Vertical Financing:

- (i) the aggregate principal amount of such Vertical Financing is less than \$6,000,000³;
- (ii) there are not more than thirteen such Homes subject to the subordination agreement at any given time, with seventy five percent (75%) of such Homes having contracts with non-refundable earnest money; and
- (iii) the Owner has provided the Town an MAI appraisal confirming that the principal amount of the loan is not more than 80% of the appraised deed restricted, completed value of such Homes.

Such subordination shall be in substantially the form and subject to the terms of the Deed of Trust Subordination Agreements attached hereto as **Exhibits A and B**, and incorporated herein by reference.

3. **EFFECT OF AMENDMENTS.** Except as provided in this Fourth Amendment, all terms and conditions of the Annexation Agreement, First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first written above.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

³ Commencing with the date of this Fifth Amendment, the maximum loan amount shall be increased annually by an amount equal to the increase in the Denver-Boulder-Greeley Consumer Price Index, All Items.

UNION MILL, INC.,
a Colorado corporation

By: _____
David G. O'Neil, President

Developer's Address:

777 Pearl Street, Suite 200
Boulder, CO 80302

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by David G. O'Neil, as President of Union Mill, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF BRECKENRIDGE,
a Colorado municipal corporation

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

Town's Address:

P. O. Box 168
Breckenridge, CO 80424

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Rick G. Holman, Town Manager, and Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

1 **Exhibit A**

2
3 **HORIZONTAL FINANCING**
4 **DEED OF TRUST SUBORDINATION AGREEMENT**
5

6 This Deed of Trust Subordination Agreement (the "Agreement") dated as of
7 _____, 2010~~7~~, is made by and among UNION MILL, Inc., a
8 Colorado corporation (the "Developer"), TOWN OF BRECKENRIDGE, a Colorado municipal
9 corporation (the "Town") and _____ (the "Lender").
10

11 **RECITALS**

12 WHEREAS, Developer is constructing affordable housing on the real property described
13 as follows (the "Property"):
14

15
16 WHEREAS, the Property is subject to the terms, covenants and conditions of that certain
17 Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement
18 recorded in the Summit County, Colorado real estate records on September 22, 2006 at
19 Reception No. 833733 (the "Restrictive Covenant");

20 WHEREAS, the Town has agreed to subordinate its rights and interests provided for in
21 the Restrictive Covenant to a deed of trust securing payment of a loan to Developer to pay the
22 costs of design, permitting and physical construction necessary to complete the infrastructure
23 improvements to the Property; and
24

25 WHEREAS, Developer desires to obtain a loan from Lender in the original principal
26 amount of \$ _____ for the purpose of design, permitting and physical
27 construction of infrastructure and lots; and
28

29 WHEREAS, Lender requires that the loan from Lender to Developer be evidenced by a
30 Promissory Note in the principal amount of \$ _____ and be secured by a
31 Deed of Trust, as well as by a security agreement and financing statement, creating interests in
32 the Property that are prior to the Restrictive Covenant, which Note and security documents
33 describing the Property and in favor of Lender together will be hereafter referred to as the "Loan
34 Documents"; and

35 NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual
36 covenants and promises of the parties, all of which constitute good and valuable consideration,
37 the receipt and sufficiency of which are hereby acknowledged, the Town, Developer and Lender
38 covenant and agree as follows:
39

40 1. As an inducement to Lender to grant the loan described in the Loan Documents to
41 Developer, the Town and the Developer hereby subordinate the Restrictive Covenant and all of

1 the Town's interests therein to the Loan Documents in favor of Lender that are being recorded in
2 the real property records of Summit County, Colorado contemporaneously with the recording of
3 this Agreement. The Town and the Developer further agree that all liens and security provided
4 for in the Loan Documents in favor of the Lender shall be and are in all respects a lien and
5 security interest prior and superior to the lien of the Restrictive Covenant, and that the Restrictive
6 Covenant shall be junior and subordinate to the lien and security interest created by the Loan
7 Documents in favor of Lender.

8
9 2. The Town and the Developer hereby acknowledge prior receipt of copies of the
10 Loan Documents, all of which are hereby approved by both the Town and Developer.

11
12 3. This Agreement shall inure to the benefit of Lender, its successors and assigns,
13 and shall be binding on the Town and the Developer and their respective successors and assigns.

14
15 4. This Agreement may be executed in counterparts which together shall constitute
16 one and the same instrument.

17
18 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
19 set forth above.

20
21 TOWN OF BRECKENRIDGE, a Colorado
22 municipal corporation

23 ATTEST:

24
25 By: _____
26 | Timothy J. Gagen Rick G. Holman, Town
27 | Manager

28 | Mary Jean Loufek Helen Cospolich, CMC,
29 | Town Clerk

30
31
32 UNION MILL, INC. a
33 Colorado corporation

34
35
36 By: _____
37 | David G. O'Neil, President
38
39

1 STATE OF COLORADO)
2) ss.
3 COUNTY OF SUMMIT)
4

5 The foregoing instrument was acknowledged before me this ____ day of
6 | _____, 2010~~7~~ by ~~Timothy J. Gagen~~Rick G. Holman, Town Manager, and ~~Mary Jean~~
7 | ~~Loufek~~Helen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal
8 corporation.
9

10 WITNESS my hand and official seal.
11 My commission expires: _____.

12
13 _____
14 Notary Public

15 STATE OF COLORADO)
16) ss.
17 COUNTY OF _____)
18

19 The foregoing instrument was acknowledged before me this ____ day of _____,
20 | 2010~~7~~ by David G. O'Neil, President of Union Mill, Inc., a Colorado corporation.

21 WITNESS my hand and official seal.
22 My commission expires: _____.

23
24 _____
25 Notary Public
26

Exhibit B

**VERTICAL FINANCING
DEED OF TRUST SUBORDINATION AGREEMENT**

This Deed of Trust Subordination Agreement (the "Agreement") dated as of _____, 2010~~2017~~, is made by and among POPLAR WELLINGTON, Inc., a Colorado corporation (the "Developer"), TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the "Town") and _____ (the "Lender").

RECITALS

WHEREAS, Developer is constructing affordable housing on the real property described as follows (the "Property"):

WHEREAS, the Property is subject to the terms, covenants and conditions of that certain Phase II Wellington Neighborhood Employee Housing Restrictive Covenant and Agreement recorded in the Summit County, Colorado real estate records on September 22, 2006 at Reception No. 833733 (the "Restrictive Covenant");

WHEREAS, the Town has agreed to subordinate its rights and interests provided for in the Restrictive Covenant to a deed of trust securing payment of a loan to Developer to pay the costs of design, permitting and physical construction necessary to complete homes to be built on the Property; and

WHEREAS, Developer desires to obtain a loan from Lender in the original principal amount of \$ _____ for the purpose of design, permitting and physical construction of homes; and

WHEREAS, Lender requires that the loan from Lender to Developer be evidenced by a Promissory Note in the principal amount of \$ _____ and be secured by a Deed of Trust, as well as by a security agreement and financing statement, creating interests in the Property that are prior to the Restrictive Covenant, which Note and security documents describing the Property and in favor of Lender together will be hereafter referred to as the "Loan Documents"; and

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises of the parties, all of which constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Developer and Lender covenant and agree as follows:

1. As an inducement to Lender to grant the loan described in the Loan Documents to Developer, the Town and the Developer hereby subordinate the Restrictive Covenant and all of the Town's interests therein to the Loan Documents in favor of Lender that are being recorded in the real property records of Summit County, Colorado contemporaneously with the recording of this Agreement. The Town and the Developer further agree that all liens and security provided

for in the Loan Documents in favor of the Lender shall be and are in all respects a lien and security interest prior and superior to the lien of the Restrictive Covenant, and that the Restrictive Covenant shall be junior and subordinate to the lien and security interest created by the Loan Documents in favor of Lender.

2. The Town and the Developer hereby acknowledge prior receipt of copies of the Loan Documents, all of which are hereby approved by both the Town and Developer.

3. This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding on the Town and the Developer and their respective successors and assigns.

4. This Agreement may be executed in counterparts which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

ATTEST:

|

| _____

| ~~Mary Jean Loufek~~ Helen Cospolich, CMC,
Town Clerk

By: _____
~~Timothy J. Gagen~~ Rick G. Holman, Town
Manager

UNION MILL, INC. a
Colorado corporation

By: _____
David G. O'Neil, President

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20102017 by Timothy J. GagenRick Holman, Town Manager, and Mary Jean LoufekHelen Cospolich, CMC, Town Clerk, of the Town of Breckenridge, a Colorado municipal corporation.

WITNESS my hand and official seal.
My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20102017 by David G. O'Neil, President of Union Mill, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My commission expires: _____.

N

Memorandum

TO: TOWN COUNCIL
FROM: Shannon Smith, Interim Capital Projects Manager
DATE: April 5, 2017
RE: Public Projects Update

CIP Project Updates

Rec Center Renovation and Tennis Center Construction

Schedule: The renovation of the Recreation Center is underway. Construction fencing for the staging and site work was installed on April 6th, and the closure and demolition of the indoor tennis space will begin on April 10th. Work on the new Tennis Center will begin shortly, although the excavation work will be weather dependent. Design work for the interior Recreation Center renovation is being finalized and is due from the architect at the end of April.

Communication efforts to customers and staff are ongoing (see below). Outreach efforts include a lobby display, updated website (www.BreckRecRenovation.com), on-site Breck Buzz videotaping, radio and print media ads, social media postings and an all Recreation Department staff meeting to discuss project details.

A project schedule, including information on the up-to-3-week closure in September, is provided below. The April 11th Groundbreaking Ceremony involving Town Council and April 14th Mayor's Coffee Talk are also scheduled to assist with public outreach. Finally, a Breckenridge and Upper Blue Elementary school-based art contest will be used to gather inspiration for the indoor playground design.

Budget: On February 28th Council approved a \$9.5 million dollar appropriation for the project to accelerate the previously phased portions. The total project budget is now estimated at \$17.2 million dollars. Staff will update the proposed budget with Council once the plans and added scope are finalized.

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

Recreation Center Renovation Anticipated Project Timelines At-A-Glance

Area	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18
New Freestanding Tennis Facility Construction	[Green bar]												
New Turf Gym and Multi-Level Fitness Floors	[Light Blue bar]												
Recreation Center Lobby						[Orange bar]							
Proposed Closure						[Yellow/Black striped bar]							
Multi-Purpose Room Remodel													[Blue bar]
Avalanche Physical Therapy New Site						[Purple bar]							
Pool Improvements						[Light Blue bar]							
New Administrative Offices on Level 2											[Tan bar]		
New Youth Wing on Level 1										[Red bar]			
New Group Exercise Studio												[Grey bar]	

** Note: all timeframes are estimates and subject to change, based upon construction needs. Mechanical and system upgrades will be ongoing throughout the project.*

YOUR NEW, IMPROVED REC CENTER IS GONNA PUMP YOU UP.



- 17,500 square-foot indoor Tennis Center
- Expanded multi-level fitness space with weight room, high intensity training, cardio/fitness equipment, stretching areas and four fitness studios
- New indoor turf gym
- 2,800 square-foot Children’s Wing
- Indoor, year-round playground
- Relocation and expansion of physical therapy services
- Updated multi-purpose rooms for community use

Areas will open as completed, but anticipated overall project completion is Spring 2018.

For more information visit BreckRecRenovation.com



**BreckRec
Renovation.com**

Blue River Habitat and Landscaping

Schedule: Staff met with the DHM design team to review existing conditions of the reclaimed river and provide direction on the vision of the project. This project incorporates the aquatic habitat and 300' riparian corridor adjacent to the river. The intent of this project is to establish a natural landscape that promotes the wildlife corridor on the west side of the river, as well as providing “touch-points” for public interaction with the river on the east side.

The plantings for this project will take 3-5 years to establish and must be protected during this important period. Staff will work with the designers to incorporate interpretive signage and fencing to help educate the community about the project and sensitivity of the plantings.

Construction documents are planned to be completed in early June for bidding. Open Space is also planning to incorporate a volunteer planting day into the project.



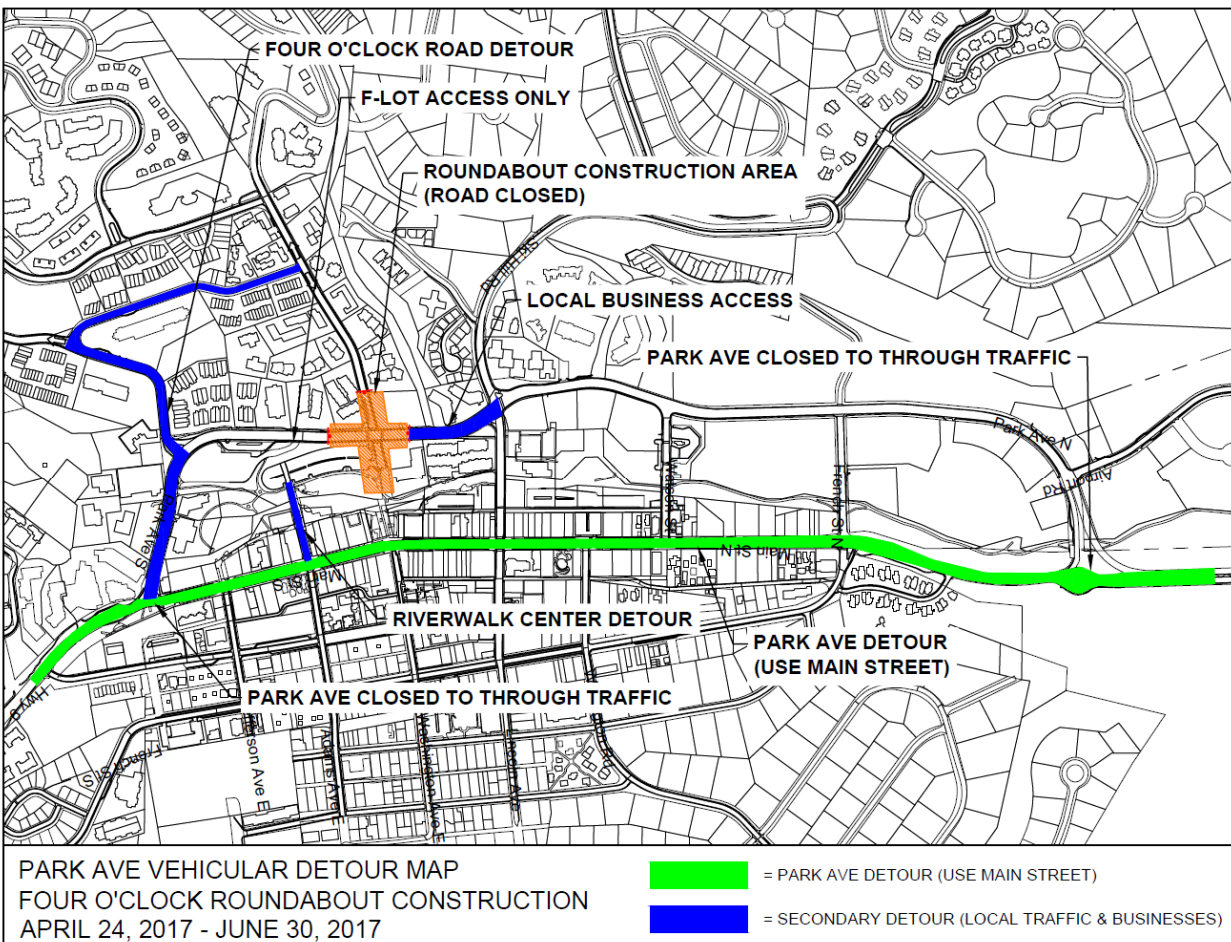
Budget: The project budget includes \$875,000 approved in the 2017 CIP, as well as \$21,000 in funds from the 2016 Blue River Restoration Project for some willow plantings that were shifted from the 2016 project into the 2017 landscaping project.

Project Funding	2016	2017	Total
Town CIP Funds	21,000	612,500	633,500
Open Space Fund		262,500	262,500
Budget Total		875,000	896,000

Four O'clock Roundabout

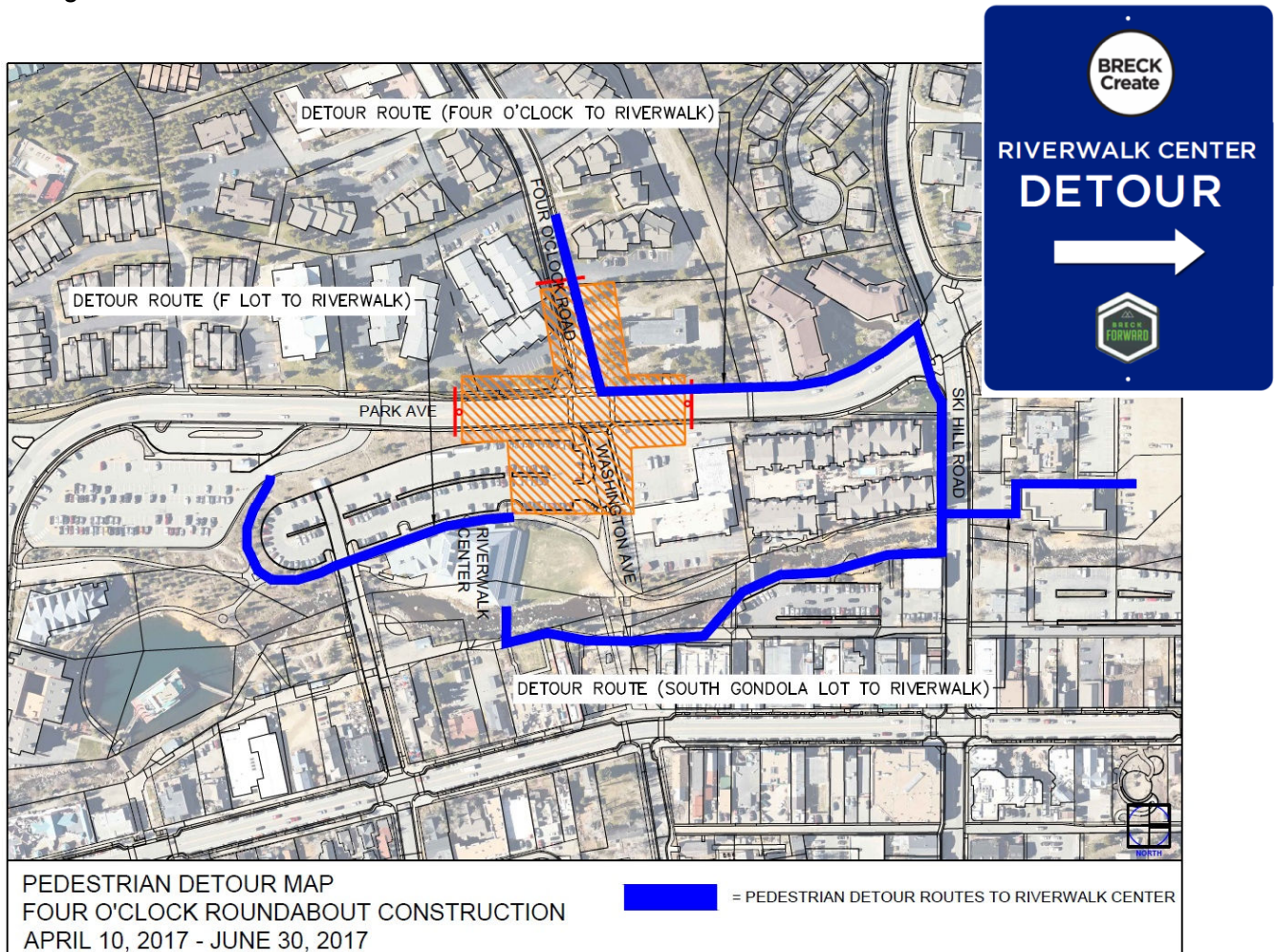
Schedule: Construction is scheduled to begin on April 10th, with work beginning in the Tiger Dredge Lot and adjacent to the roadway. The north entrance to Tiger Dredge Parking Lot will be closed for the duration of the project. The parking lot will be accessible via Adams Avenue, which will be configured for two-way traffic for the duration with no on-street parking. The north end of the parking lot will be under construction and utilized for staging. Guests and residents are encouraged to use the South Gondola Parking Lot for free parking during the project. Employee permit holders will be able to park in the Tiger Dredge Parking Lot during construction; however, please note that availability of spots will be limited and employees are urged to use alternate parking locations.

Park Avenue is scheduled to be closed to through traffic between F-Lot and Ski Hill Road beginning on April 24th until July 1st. Access to businesses (in Blazing Saddles Center) and lodging (River Mountain Lodge and Sawmill Creek Condos) on Park Ave. will remain open. Traffic detours will be in place routing through traffic to Main Street. Detour access to Four O'clock Road will be provided up Village Road to King's Crown.



The project is slated for completion by July 14th. Adjacent pedestrian improvements connecting to the Blue River Plaza will take place in the fall.

Patrons can access the Riverwalk Center through the south end of the Tiger Dredge Parking Lot. Additional pedestrian-level signage will be provided from the South Gondola Parking Lot along the Blue River to the Riverwalk Center.



Public Outreach:

Kim Dykstra is the lead on the public outreach campaign. Social Media blasts have started on Facebook, Instagram, and Twitter. An informational flyer with the detour, routes, schedule information, parking, and transit information has been sent to the lodging associations, BOLT members, bike shops, etc. Summit Daily ads are planned to run through April to inform the public at large about the project.

Engineering will handle website updates, including progress photos and schedule updates, here: <http://www.townofbreckenridge.com/your-government/departments-services/engineering/park-avenue-and-four-o-clock-road-roundabout>. One can also subscribe to automatic email updates by going to www.townofbreckenridge.com/work/subscribe-to-eneews and clicking on the **Street Construction and Maintenance** box.

Budget:

Project Funding	2011	2013	2015	2017	Total
CIP Budget	100,000	150,000		775,000	1,025,000
CIP Supplemental			100,000		100,000
CDOT IGA		600,000	800,000		1,400,000
Total Budget					2,525,000
Project Estimated Cost					2,225,000

Blue River Parks – Oxbow Park

The Blue River Corridor Improvement Plan was adopted by Council in 2008 as a series of projects to enhance both the gateway to Town and river corridor. The plan includes naturalized landscaping, destination spaces for art, parks that include education and play, public restrooms, and pedestrian bridges to link the neighborhoods and recreation path. The corridor project was estimated at \$5.96 million dollars in 2008. Corridor projects to date include a tree planting project that was implemented in 2011 for \$112,000.

In October 2016 Open Space staff submitted a GOCO grant for the construction of Phase 1 of the Oxbow Park. GOCO has awarded the full grant request of \$350,000! Per the grant requirements, Phase 1 of the project must be completed within 2 years of the reward. Phase 1 of the park, planned for a 2018 construction, will include a timber-play playground, pedestrian bridge over the Blue River, park pavilion and restroom, benches and picnic tables, walkways and paved plazas, and some landscaping.

Staff will begin the process for completing full design documents this year.

Budget:

The previously proposed budget for the full project is \$2,550,000 phased over three years. The 2017 CIP B List funds can be moved into the 2018 CIP and the 2017 Open Space funds will be used for the design phase of the project. The GOCO funds are disbursed on a reimbursement basis.

Project Funding	2017	2018	2019	Total
CIP Funds	\$560,000 (B List)	\$490,000	\$245,000	\$1,295,000
Open Space Funds	\$240,000	\$210,000	\$105,000	\$555,000
GOCO Grant	\$350,000		\$350,000	\$700,000
Total	\$1,150,000	\$700,000	\$700,000	\$2,550,000

Ski Hill Road Reconstruction by Alpine Metro District

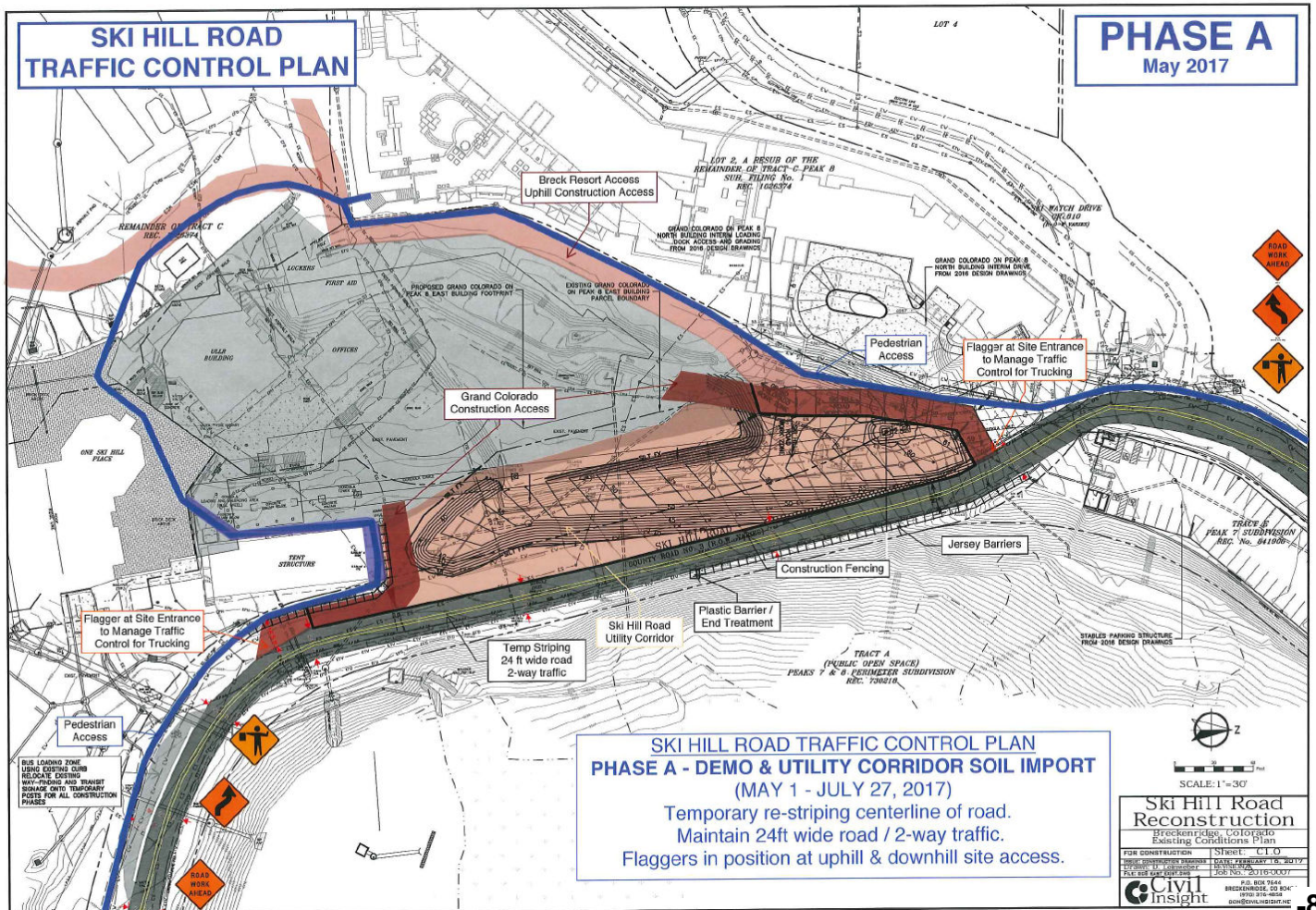
Update: The contractor for the Ski Hill Road reconstruction project, PCL Construction, has notified Staff of their intent to begin work on the roadway project on April 24th, 2017. The initial few weeks of the project will include mobilization of equipment, installation of construction

fencing, placement of construction erosion control and reconfiguration of traffic control. The initial Phase A of the project construction includes the import of fill material west of the existing roadway alignment, abatement and removal of the existing building structures at Peak 8 and the relocation of a gondola tower.

Staff has received final plans for the roadway and is working with PCL to develop final erosion control and traffic control plans and monitoring procedures. Staff has also asked PCL to develop a communication plan that will provide a line of communication to not only the Town but also to the emergency response entities and the public.

Regarding concerns of pedestrians crossing Ski Hill Road near the new parking garage, Staff has communicated to BGV and the contractors at Peak 8 the need to prohibit pedestrian crossings at or near the south end of the Stables parking garage. We have asked that BGV and the contractors provide notification their employees, signing and fencing as necessary to direct pedestrians to the approved and signed crosswalk to the north of the new garage. The steep existing roadway grade at the south end of the parking garage prohibits a safe crossing at that location.

Schedule: The reconstruction of Ski Hill Road will span over the next two summer seasons and will be completed in four phases. The initial Phase A will begin on April 24th and consists of the demolition of the existing roadway, import of fill materials for the new roadway alignment, and installation of utilities required for the development. Phase B includes the construction of a new retaining wall along Ski Hill Road and is scheduled to begin in August of this year. Flow of traffic on Ski Hill Road will be maintained during construction.



CIP projects with no updates:

Breckenridge Skate Park Seasonal Shade Structure (updated 3-28-17)

North Main Street Restrooms (updated 3-28-17)

Asphalt Overlay

Sawmill Creek Pipe

Outdoor Rink Turf and Padding

Old Masonic Hall – Southside Landscaping

Riverwalk Improvements & Minor Repairs



MEMORANDUM

To: Mayor and Town Council
From: Staff
Date: April 4th (for April 11th work session)
Subject: Parking & Transportation Update

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

Active Projects - New Updates

Ice Rink Parking Structure (Work Session 4-11-17)

Schedule: Staff has received 7 proposals for the parking structure design project. The top design teams will be interviewed in the coming weeks and a final team will be selected for the project. Construction of the structure is targeted to begin in 2018.

Budget: A budget for design will be established once the proposals are received.

Parking (Work Session 4-11-17)

The next Breck Forward Task Force meeting is set for May 2nd. The following will be discussed:

- Review of parking data for the 2016/17 ski season
- French Street parking and traffic concerns and possible solutions
- Summer parking

Outreach & Communication (Work Session 4-11-17)

- Animation video rollout included letter from Mayor as a full page ad in SDN, preview to SDN reporter, eblasts to community contacts (BRA, BLA, Breck Rotary, Ambassadors, 10' Merchants Association, BTO BoD and ToB employees as well as featured on BTO's DMO Download.
- Ads in SDN for Park Ave & Four O'clock roundabout construction begin 4/10; flyer (with detour maps and timeline) distribution begin 4/10.
- BTO's weekly e-newsletter 'DMO Download' links to BreckForward parking and transportation info on the Community Link button
- "How To" videos (Pay-by-Plate and Passport App) continue to run on local outlets (Outside TV-8, SCTV-10, Welcome Center, ToB.com)

- State of the Town is scheduled for May 30th.

Social Media Update (Work Session 4-11-17)

Facebook

28 new page likes

11,159 people reached (using boosted ad for Breck Forward promotion)

4,193 total video views

Twitter

50 new followers

The Breck Forward video tweet earned 336 impressions to date; the Roundabout construction tweet earned 1,368 impressions

Instagram

421 followers (61 new)

211 likes

104 views of Breck Forward video

Active Projects - No Updates

Block 11 Bus Turnaround (Work Session 9-27-16)

Four O'clock Pedestrian Improvements (Work Session 9-13-16)

Gondola Feasibility Study (Work Session 3-14-17)

F-lot Pedestrian Connection (Work Session 9-13-16)

Huron Landing Bus Stop (Work Session 8-23-16)

Ride Share Partnership (Work Session 12-13-16)

Transit & Parking Information Technologies (Work Session 02-28-17)

Riverwalk Pedestrian Improvements (Work Session 03-28-17)

Park Ave Roundabouts- S. Main St. & Village Rd (Work Session 04-11-17)

2017 Completed Projects

Village at Breckenridge Pedestrian Crossing Safety Improvements (Work Session 02-28-17)

Park Avenue Traffic Modeling (Work Session 1-24-17)



April 4, 2017 (for April 11th – Work Session)

TO: Breckenridge Town Council

CC: Rick Holman, Shannon Haynes, James Phelps

FROM: Fred Williamson – Free Ride Transit

RE: Free Ride Ridership Numbers – March 2017

Ridership growth has remained steady over the last 2 months. March continued an upward trend with a 4.62 % increase over March 2016. February’s monthly increase was 8.04%. The last 2 months have been dry which contributed to the decrease in ridership. Year to date we are still 8.95% ahead 2016. Purple ridership growth has remained constant with an increase of 31.95% vs. February growth of 36.11%. YTD Purple Ridership distribution has remained steady: Purple Routes: Purple A – 31,021: 57% /Purple B – 23,492: 43%

	2016		2017		Month		YTD	
	March Mthly	Mar YTD	March Mthly	Mar YTD	#'s	%	#'s	%
Black	5,792	19,085	4,418	15,084	-1,374	-23.72%	-4,001	-20.96%
Brown	36,139	108,629	39,127	127,598	2,988	8.27%	18,969	17.46%
Orange/ Trolley	1,788	5,913	6,121	18,306	4,333	242.34%	12,393	209.59%
Purple	13,282	41,314	16,359	54,513	3,077	23.17%	13,199	31.95%
Yellow	79,139	246,450	75,378	239,545	-3,761	-4.75%	-6,905	-2.80%
Shuttle Lots			1,026	3,373	1,026	n/a	3,373	n/a
Special Event		3,398		4,398	1,000	n/a	1,000	29.43%
TOTAL	136,140	424,789	142,429	462,817	6,289	4.62%	38,028	8.95%

MEMO
TO: Mayor & Town Council
FROM: Rick Holman, Town Manager
DATE: April 6, 2017
SUBJECT: Committee Reports for 4-11-2017 Council Packet

SUMMIT STAGE ADVISORY BOARD **March 29, 2017** **James Phelps**

Jim Andrews, Summit Stage Director, updated the advisory board on the Smart Bus technology project. They are still having issues with the Automatic Passenger Count System. All other parts of the Smart Bus system are working to satisfaction. Mass Transit Tax Receipts were up .09%, thru Feb '17. Ridership for February 2017 was 198,236 down from 219,390 in 2016. Year to date numbers are 2017- 442,804 vs. 467,088 in 2016. There was discussion of onboard bike racks. The board decided to evaluate internally on one bus. If evaluation proves satisfactory, put bus on route to gauge impact on passenger load and comfort. There will be a Transit Center design kick off meeting the afternoon of April 18th at the Commons building. The sub-committee studying long term Stage funding will present to BOCC on the 25th.

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

M E M O R A N D U M

TO: Town Council & Town Manager
FROM: Liquor & Marijuana Licensing Authority
DATE: April 11, 2017
SUBJECT: Joint Meeting Agenda

- 1) Special Events
 - a) Volunteer Training
 - b) Events Recap
- 2) Conduct of Establishment Concerns
- 3) LMLA Compensation
- 4) Safe Bars Program

MEMORANDUM

TO: Town Council

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

SUBJECT: SustainableBreck Annual Report

DATE: April 4, 2017 for April 11 Council Meeting

The Town Council adopted the SustainableBreck Plan in July of 2011, after several years of development and community input. One of the key focuses of the Plan was a goal of monitoring the Plan over time to see how the community has progressed on the different topics addressed in the Plan. Thus, a series of “Indicators” were created with baseline data established for each Indicator. Staff has prepared the 2017 Annual Report, with the Indicators being one of the main elements of the report. The report also outlines some key achievements related to different sustainability topics. Attached is a copy of the draft Annual Report for the Council’s review.

As outlined in the Annual Report, a number of actions were undertaken in 2016 to further the Town’s sustainability efforts. Some highlights include:

- The Town has started to implement a number of improvements to our transportation and parking systems, including expanded bus service and paid parking in the downtown core. Pedestrian improvements and new roundabout intersections are planned starting summer of 2017 and the Town is investigating appropriate locations for new parking structures and the feasibility of a gondola people-mover through town.
- The Town’s Green Team hosted several LED bulb sales events in 2016. Some 7,000 bulbs were sold at these events, resulting in an immediate electricity reduction in households where the bulbs were installed.
- The Pinewood II housing project was completed, adding 45 rental units for workforce housing. Another 19 deed-restricted workforce units were constructed at the Lincoln Park neighborhood. Construction will be completed in 2017 on 30 rental units in Denison Placer and another 26 units at Huron Landing. Groundbreaking for another 70 workforce housing units at Denison Placer will commence this summer. All of these efforts are targeted at maintaining a sustainable community, where our workforce has an affordable place to live.
- A total of 1,060 properties in the Upper Blue Basin participated in the curbside pick-up and chipping program, further reducing forest fuel loads in and around Town.
- The voluntary SustainableBreck Business Certification program, which provides town funded sustainability and energy audits to businesses, continued to grow in participants. 38 businesses are actively participating in the program with 24 of those businesses receiving certification for undertaking various sustainability upgrades. Six of those businesses have now reached the “Gold Level certification status”, based on recent upgrades/initiatives that

they undertook that demonstrate their commitment to sustainability.

- Twenty-four residences in Town participated in the EnergySmart residential program in 2016, with 17 of them implementing energy upgrades.
- In 2016, the Town funded child care scholarships for 118 children. This represents approximately 47% of the children in care.
- Two additional properties received historic landmark designation in 2016.

Some of the findings of the 2017 Annual Report include:

- Real estate sales in 2016 remained strong although slightly under 2015 levels. Taxable retail sales showed a solid increase in the same time period.
- Some 45 percent of all Breckenridge workers prefer taking alternative modes of transportation (e.g., walking, transit) to work, which greatly exceeds national and state averages. This percentage of workers dropped some in 2016, probably due to general economic conditions and lower gas prices.
- Days of traffic congestion increased to 30 days of manual traffic control for the 2015/2016 winter season, up from 26 days in the previous year.
- Breckenridge's yearly per capita water production decreased 51 % between 2000 and 2015.
- An additional 1.6 miles of trail was added to the Town's trail system in 2016 and 82 acres of open space were acquired.
- Solid waste generation continues to be an area in need of improvement, including the waste diversion/recycling rate.
- For the first time since the Town's disposable bag program was implemented in 2013, we experienced an increase in the use of disposable bags. The total number of disposable bags sold for ten cents each at retail stores in 2016 increased 13 percent over the number sold in 2015. However, retail sales also increased over that period by about nine percent. Thus the relative increase in bags was about four percent more than in 2015. Staff is currently initiating work on an enhanced education and marketing campaign for the reusable bag program and we will also be designing a new Breckenridge reusable bag to be released later in 2017.

Council Feedback

After the Council has reviewed the Annual Report, staff will post the report on the Town's SustainableBreck web page. Staff appreciates any questions or suggestions that the Council has on the Annual Report.



SUSTAINABLEBRECK

Annual Report
2017



It is our pleasure to present the 2017 Town of Breckenridge Sustainable-Breck Annual Report.

It has been six years since the initial adoption of the SustainableBreck Plan. In that time, the Town has accomplished much in terms of moving towards a more sustainable community. However, there is growing momentum in the Town to take even larger strides towards sustainability. Our work on these efforts is ongoing.

A top priority for the Town has been taking a close look at our transportation and parking program. We are committed to creating a sustainable transportation network, that minimizes traffic congestion, improves our transit system, provides easily accessible parking, and enhances the ability for pedestrians to walk throughout the town. In the last year, the Town has initiated a number of aggressive steps to address these transportation challenges. These have included increased bus service and the implementation of paid parking downtown. We are also moving forward with a series of improvements on our roadways,

including construction of roundabouts at key intersections, and a series of pedestrian improvements. We are also investigating the best locations to place new parking structures in Town and evaluating the potential of constructing a gondola as a people mover through the core areas of Town.

On another sustainability front, a group of citizens has recently requested that the Town commit to increasing its use of renewable energy sources, with an ultimate goal of using 100 percent renewable energy sources. A citizens task force is currently working with Town staff to explore options towards providing more renewables, such as solar power, in the community. We are confident that these efforts will ultimately result in a significant reduction in the Town's carbon footprint.

As an example, since 2011, the Town of Breckenridge has saved over \$375,000 by purchasing clean locally produced energy from a power purchase agreement program. That savings can be used to ensure funding for programs and services our community has come to expect.

Some other actions that the Town has taken in the last year include growing the SustainableBreck Business Certification program and residential EnergySmart programs, having a hugely successful LED bulb sale program for local residents, construction of several new affordable housing projects for the local workforce, expanding free transit service, completing new pedestrian and bicycle improvements throughout Town, adding several miles of multi-use trails, landmarking additional historic

properties and providing childcare scholarships to 118 children.

While this report highlights major community achievements, it also is intended to hold the Town and community responsible for goals set in the SustainableBreck Plan. We are not just reporting our accomplishments but also noting where we fall short so that we can identify actions that need to be taken.

None of the accomplishments listed here would have been possible without the expertise and enthusiasm of the Town's Green Team and employees from every department. We thank them for their efforts, leadership and hard work.

Looking towards the future, we are committed to creating a more sustainable transportation network in Town. The recently approved ballot measure placing a tax on ski area lift tickets has enabled us to further invest in these transportation improvements. We are also excited about our efforts to increase renewable energy sources in Town. Finally, we recognize that our community can only be truly great if the people that work here can also live here. To that end, we are moving forward with construction and planning of several new affordable housing projects on the north end of Town. Our commitment to housing our workforce is unwavering, and we believe these housing efforts serve as a foundation for a sustainable community.

Enjoy the report and thank you for your efforts in making this community more sustainable.

Eric Mamula, Mayor



SUSTAINABILITY EFFORTS TO DATE AT A GLANCE

\$20,259,575

dedicated funds used to acquire
open space

9,865,144

riders that have used the Freeride transit
system since its inception in 1997

1,000

kilowatts added by the Stillson & McCain
Solar Gardens.

1,060

properties that participated in the chipping program

676

number of deed-restricted workforce housing units

51%

reduction in per-capita water usage
from 2000-2012

29

number of locally landmarked historic structures

48.5

miles of in-Town bikeways

23%

reduction in solid waste from 2008-2015

1,430

childcare scholarships given since 2008

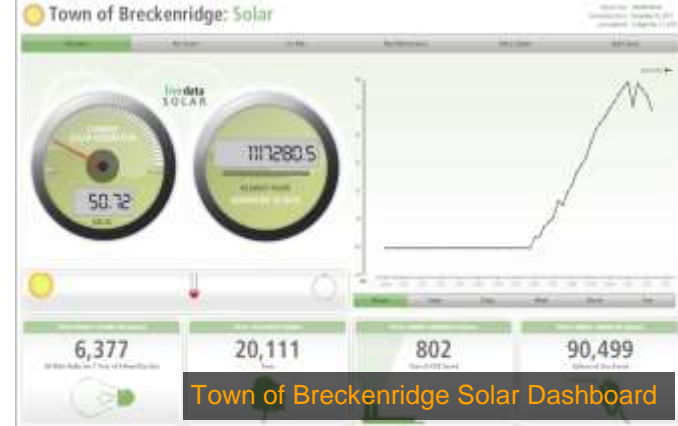
Plan Monitoring Indicators & Targets: (How We Measure Success)

The goal of the monitoring program is to provide the community and decision-makers a snapshot of the level of progress being made on different sustainability topics.

For each category specific indicators have been developed to measure progress toward meeting the goals and actions of the SustainableBreck Plan. Indicators are tools that help to determine the condition of a system, or the impact of a program, policy or action. When tracked over time indicators tell us if suggested actions are helping achieve stated goals. This provides useful information to assist with decision-making.


Specific targets have been created for many of the indicators. The targets represent aggressive yet achievable milestones for the community. Unless otherwise noted, the targets are for the year 2030 using 2010 as a baseline. In many cases a trend direction was substituted for a numerical target.


Colors are assigned (green, yellow, or red) to indicate a good, fair, or poor condition for each indicator in comparison to the stated goals from the Plan. Similarly, an upward, downward or straight arrow shows if the indicator is improving, stabilizing, or getting worse.





Resource Conservation

The Town strives to significantly decrease overall community resource consumption, specifically the consumption of non-renewable energy, fuels and non-recyclable materials. The Town government should take a leadership role in reducing its own energy consumption, increasing its use of renewable energy to power the energy it needs for its own facilities, and should explore innovative strategies to become a zero waste government.

 **Energy Use** — Overall resource use is stable while sustainable practices are increasing. Town-wide electrical consumption in 2014 (our most recent year of available data) is 2% below 2013 levels. Natural gas consumption decreased 1.4% over the same time. CO2 production associated with energy consumption has decreased 1.5% since 2013, largely due to the reduction of residential energy use. Overall significant progress has been made towards our goal of a 20% reduction in energy use by 2020. Since 2007 electricity consumption has decreased 22.1%, natural gas use has increased 10.8% and CO2 from electricity and natural gas has decreased 23.5 % Town wide.

 **Renewable Energy**-The community falls short of our goal of 10% of electricity being produced by renewable resources by 2020. Presently about 3.4% of Breckenridge's electricity (3.4%) comes from renewable resources. Despite our low percentage of overall electricity coming from renewable resources, 36.6 kW of renewable infrastructure was added in 2013. Solar on Town facilities and the solar gardens offsets 21% of all Town facility electric consumption.

 **Solid Waste Generation** - From 2007-2016, solid waste has decreased by 23%, which is ahead of our 2020 reduction goal of 20%. However 2014-2015 saw a 8.8% increase in solid waste. During 2014-2015 our waste diversion rate (percent of materials recycled) remained steady at 21%. The current waste diversion rate of 21% is significantly below our goal of a 40-75% diversion rate by 2020.

 **Disposable Bag Use:** The number of disposable bags sold for the ten cent fee at retail stores rose by 13% in 2016 as compared to 2015. Meanwhile, taxable sales rose by 9% in 2016, thus the relative increase in use of disposable bags was 4%.



2016 Resource Conservation Achievements

- The voluntary SustainableBreck Business Certification program provides town funded sustainability and energy audits to businesses. 38 businesses are actively participating in the program with 24 businesses certified to date. 11 new businesses participated in the program in 2016, with 6 new businesses being certified. In addition, a total of 6 businesses have recently received Gold Level certification.
- Multiple LED bulb sales were conducted where LED bulbs were made available at a highly discounted rate to town residents. In total, 7,000 bulbs were sold to residents and businesses.
- The voluntary Breckenridge EnergySmart residential program had 24 Breckenridge residences that enrolled in the program in 2016, receiving free energy audits, with 17 of them implementing energy upgrades.

DID YOU KNOW?

The average person goes through 500 plastic bags every year. Since the enactment of a disposable bag fee in 2013, it is estimated that disposable bag use has decreased by 40 to 50% in Town.



"Bright Friday" LED Light Bulb Sale



Re-usable Bag



Community Recycling Center

Local Economy

The Town seeks to Focus on efforts to enhance and promote the tourism related economy, strengthen marketing efforts toward new visitors and provide an atmosphere which focuses on economic stability in real estate and commercial trades.

National



Unemployment– Both Summit County and the State of Colorado’s average annual unemployment rates have steadily declined since 2011 and are now at their lowest rates since before the recession. The national unemployment rate also declined for the sixth year in a row. 2016’s average employment rates were: Summit County 2.2 %, State of Colorado 3.3 % and United States 4.9 %.

State



Local



Area Median Income (AMI)– In Summit County, the AMI declined 5.9 % in 2016.

\$ Volume Sales



Real Estate– The dollar volume of sales in the Breckenridge area decreased by 2.5 % from 2015 to 2016. Real estate transactions for the same period decreased by 9.5 %. The number of properties starting the foreclosure process remained the same from 2015 to 2016.

Foreclosures







Lodging– Lodging occupancy rates were up 1.5 % in 2016 as compared to 2015. The Average Daily Rate also increased in the same period by 6.0 %



Sales Tax- Breckenridge taxable sales for 2016 were up 8.8 % compared to 2015.



Local Economy continued...

-  **Consumer Confidence Index (CCI)**- The Consumer Confidence Index (CCI), has seen a general upward trend for the last five years and reached a high in 2016 that has not been attained since 2001.
-  **Real Estate Transfer Tax (RETT)**- The Real Estate Transfer Tax receipts for the year 2016 decreased from year 2015 receipts by 4.2 %.
-  **Standard & Poor's 500 (S&P 500)**- The S&P 500 average monthly adjusted closing price reached record highs in 2016, continuing an upward trend in the index that started over six years ago. Although the S&P 500 is not a direct measurement of the local Breckenridge economy, there is a very strong correlation between S&P 500 trends and our local economic trends.
-  **Traffic**-The annual traffic count at the Eisenhower tunnel (westbound) for 2016 was 4.6 % higher than 2015 tunnel traffic. Data for traffic coming into town on Highway 9 was 2.1 % lower in 2016 than in 2015. This indicates the Town lost some of its relative share of I-70 traffic.




2016 Economic Achievements


- The real estate market remained strong in 2016 both in terms of sales volume and in the number of transactions occurring.
- Development activity was very strong in the Town, with several large lodge buildings under construction. Building inspections reached an all-time high in the Town's Building Department, indicative of a healthy economy.
- Retail sales increased by 8.8%.
- The Town and Breckenridge Ski Resort hosted the Dew Tour for the eighth consecutive year, giving worldwide exposure to our winter sports facilities through 4 hours of live NBC network programming.





Transportation

The Town strives to lessen automobile dependency in favor of alternative modes of travel to reduce the consumption of fossil fuels, alleviate traffic congestion and minimize the amount of resources dedicated to parking management and infrastructure.

 **Alternative Transportation**—According to the 2015 American Community Survey, U.S. Census, alternative transportation usage among Breckenridge’s workforce is higher than the U.S. and State of Colorado averages. 2015 shows a decline from 2014 (of 9%) in alternative transportation usage, which is consistent with the nationwide trend. Public transit and walking are the preferred methods in Town for 45% of the respondents. Breckenridge commuters used public transportation and walked in greater numbers than all of the similar communities they were compared against (Aspen, Boulder, Frisco & Park City).

 **Traffic Volumes**—Traffic Volumes have been reviewed by staff dating back to 2001. Overall the total number of vehicles entering Breckenridge from the north has decreased since 2001. Traffic volume decreased in 2015-2016 from 2014-2015 and met our goal of not exceeding 2007-2008 traffic volumes. Overall, from 2001 to 2016 ski season traffic volume decreased 2.5%. Over the same time period skier days increased 16% and Upper Blue Housing Units Increased 37%.

 **Transit**—Since the launch of the Freeride there has been a significant growth in ridership. From 2015 to 2016 ridership increased 18% and is 54% above 2007’s baseline target.

 **Congestion**—The Town began measuring days of congestion in the 2009/2010 winter season to better identify congestion trends and reoccurring trouble spots. In 2009/2010, a total of 26 days required manual traffic control. In each subsequent year the days of congestion have fluctuated between 20 and 26. In 2014/2015 the number of days was average, 23, but most recently in 2015-2016 congestion increased to an all-time high of 30 days.



Free Ride Bus



Pay Parking Public Outreach



Bike Commute



Main Street



EV Charging Station



Pay Parking



Pre-school Bike Safety Class

2016 Transportation Achievements

- Transportation Plan was finalized and the Town initialized implementation of the Plan.
- The Town expanded its free transit program and increased the frequency on many of the routes.
- The Town instituted a pay parking program in the commercial core.
- The Town held its seventh annual Employee Green Commutes Program, encouraging employees to take an alternative mode of transportation to work, with 42 employees attaining their personal commuting goals.
- Town of Breckenridge is certified as a Gold Level, Bicycle Friendly Community by the League of American Bicyclists.
- Bicycle safety training is provided to all elementary and pre-school students in Breckenridge.

DID YOU KNOW?

The Town completed a comprehensive transportation evaluation to better optimize our transportation system for residents and guests.

Water

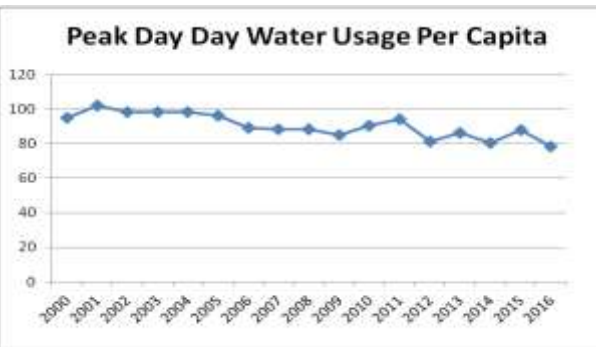
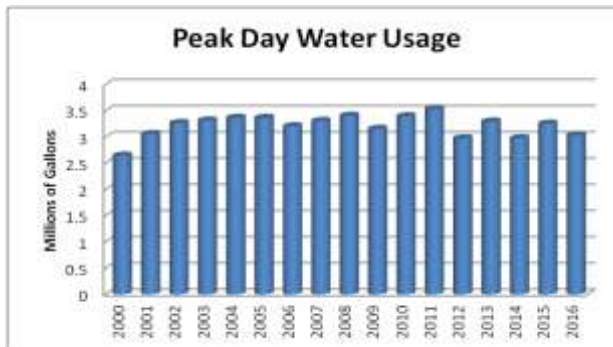
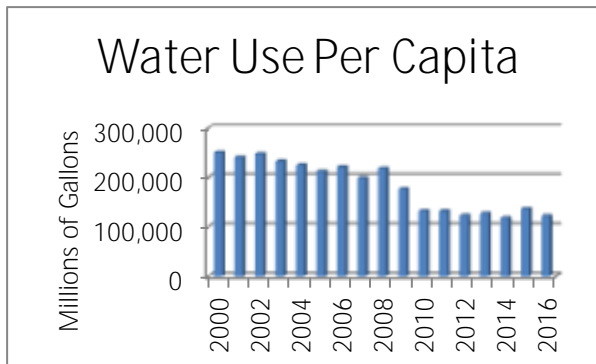
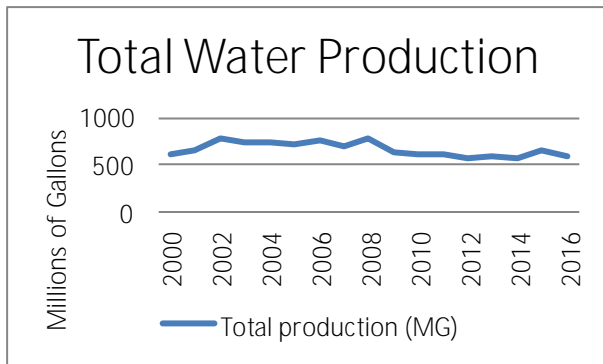
The Town seeks to conserve water, maintain high standards of water quality and increase its ability to fully store available water rights to ensure an adequate water supply for future generations.



Water Use — In 2016, the Town of Breckenridge Water System produced an estimated 591 million gallons of water, down 10% from 2015. Overall 2016's water production is down 15% from our benchmark year, 2007. Breckenridge's yearly per capita water production decreased 51% between 2000 and 2016. 2016 ranked as the second best year in yearly per capita water production.



Peak Day Water Use—Peak day water use and per capita peak day water use decreased from 2015 to 2016 and were well below our benchmark year of 2007.



Portable Water Station



Electric Watering Truck

2016 Water Achievements

- The Town implemented water conservation measures that included permanent outdoor watering restrictions.
- Additional water bottle filling stations were added at Public Works and the Police Station. These stations encourage residents and visitors to use reusable water bottles and also provide marketing for the purity of the Town's water supply.
- The Town initiated the planning for a new water treatment facility at the north end of Town, on the McCain property. A second plant would allow for expansion of the water service area and could serve as a back up to the primary water treatment plant.
- Blue River Restoration Project: The Town reconstructed 2,200 linear feet of the Blue River north of Coyne Valley Road.
- The Town uses recycled water, when possible, to irrigate seasonal, decorative landscaping.

DID YOU KNOW?

The Town is required to conduct lead and copper testing (done together at the same time) every three years. The Town has been on a reduced schedule since 1995 because our results are consistently low. Unlike many older cities, the Town does not have any lead service lines in our distribution system.



Goose Pasture Tarn




The Blue River Restoration





Recycled Water for Seasonal Landscaping

Recreation & Open Space

The Town aspires to maintain our existing inventory of open space properties and trails, acquire additional open space property that complements existing properties, increase trail connectivity, provide new recreational opportunities, renovate existing parks/facilities and develop new parks and facilities

 **Open Space Acreage** — Since the Open Space Program's inception in 1996, 4,700 acres of open space have been acquired. In 2016, 82 acres were acquired through the program, including joint Town/County purchases.

 **Miles of trails** — The Town jointly maintains a 56.3 mile network of trails. Many of these trails are jointly maintained with Summit County. In the last year, 1.6 miles of new trails have been constructed and incorporated into the Town's extensive trail network, along with 2 miles of realigned trails. In addition to the Town's trail network, there are over 100 miles of trails on national forest land that connect with and complement the joint Town/County trail system.

 **Park Space** — Presently the Town manages 55 acres of park space. In the last year no additional park space has been developed. In recent years the Town completed the 16,000 square foot Breckenridge Skate Park, the Kingdom Park Turf Field, Prospector Park and the Highline Railroad Park. In addition to these recent park developments the Town has identified a number of future park sites including the Oxbow Park along the Blue River near the proposed Dennison Placer housing development.



Multi-Use Trails



League Tennis



Recreation Center Expansion
Open House



Breckenridge Skate Park



Stephen C. West Ice Arena



River Trail

2016 Recreation and Open Space Achievements


- \$ 785,243 of open space funds were used to acquire 82 acres of open space in 2016.
- In 2016, 721 individuals volunteered for trail maintenance projects which totaled 3,919 hours of time for an estimated value of \$93,331.
- A new beginner pump track was added to the Wellington Bike Park in 2016.
- A 35,000 sq. ft. addition and renovation to the Recreation Center, including a new indoor tennis center, was approved.
- 1.6 miles of new, multi-use trails were constructed and 2 miles of trails were re-aligned to create more sustainable alignments.


DID YOU KNOW?


The Town has added over 32 miles of non- motorized trails since 2005.

Forest Health

The Town seeks to aggressively undertake forest health initiatives to protect residents and visitors from a large scale wildfire, protect the Town’s watershed and associated water supply infrastructure and conduct large scale replanting efforts in areas with extensive tree removal.

 **Forest Management Treatment on Open Space Properties** — In 2016 19 acres of in-Town open space were treated in the Highlands Neighborhood. After years of conducting forest health and defensible space treatments on Town open space, the Town has completed the cutting treatments recommended in a report for Town-owned property. We continue to monitor forest management needs on town lands and will pursue other efforts as needed.

 **Forest Management Treatment on National Forest Properties** — To combat the existing unhealthy forest conditions, the U.S. Forest Service is working to treat 3,632 acres of forest surrounding the Town of Breckenridge. To date, 1,980 of the 3,632 acres have been treated.

 **Chipping Program**— In its third year, the County’s chipping program removed 3,184 wood slash piles from 1,060 households in the Upper Blue Basin in 2016. Volumes and the number of households participating were up in 2016, indicating a greater awareness of the program and resulting in a decrease in wildfire fuel loads on the forest floor.



Unhealthy Lodge Pole Forest



Chipping Program



USFS, Golden Horseshoe Treatment

2016 Forest Health Achievements

- The Red, White, and Blue Fire District performed 68 inspections/evaluations on properties in the Upper Blue Basin in the past year, identifying for property owners areas to clear for defensible space and techniques for “structure hardening” to make residential homes less susceptible to airborne wildfire embers.
- In 2016, 500 trees were planted by volunteers on open space property.
- The curbside chipping program in 2016 increased the number households participating by 16% and number of piles by 21% over 2015, indicating a continued growing awareness of the program.

DID YOU KNOW?

The Town has partnered with volunteers to plant over 2,500 trees since 2010.




USFS Work near Preston




Annual Volunteer Tree Planting

Housing

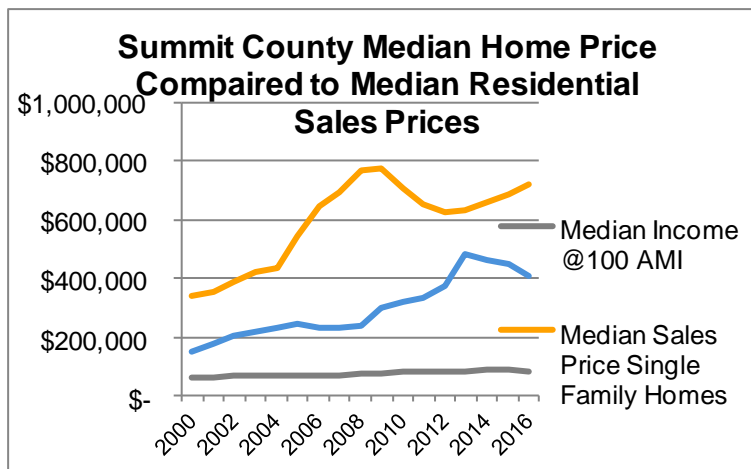
The Town strives to ensure the availability of affordably priced housing for its permanent residents through the protection of market-rate housing serving as workforce housing, the creation of deed restricted for sale units priced for average incomes families and the creation of deed restricted rental housing.

 **Deed Restricted Workforce Housing Inventory** — In 2016, 19 deed restricted workforce housing units were added to the Town’s inventory. Since 2001 the number of deed restricted workforce housing units has increased from 279 to 676 units.

 **Housing Affordability Gap** — In the last year, the gap between the median sales price of residential property in Summit County and the affordable price for a four person family making 100% of the area median income (AMI) has increased due to an increase in median sales price and a drop in area median income.

Housing Affordability Gap Explained

The housing affordability gap is the gap between the maximum mortgage that a four person household earning 100% of the area median income can afford and the median sales price of housing in Summit County at the average annual interest rate.





Wellington Neighborhood (For Sale Workforce Housing)



Huron Landing (Rental Workforce Housing)



Lincoln Park (For Sale Workforce Housing)

2016 Housing Achievements





- The Pinewood II workforce housing project was completed. The complex has 45 rental units and serves the below 60% AMI market.
- The third phase of the Wellington Neighborhood (Lincoln Park) is under construction and expected to produce 62 deed restricted workforce units (15 units at 80% AMI, 30 units at 100% AMI and 17 units at 120% AMI) when completed. To date, 19 workforce units have been completed at Lincoln Park.
- The Huron Landing workforce project (located on the old recycling center site) is under construction. When completed, the project will add 26 additional rental units for workforce housing.
- Denison Placer phases 1 & 2 received development approval and will produce 100 deed restricted workforce units (48 rental apartments and 52 for-sale Townhomes) when completed.

DID YOU KNOW?

Workforce Housing has decreased in-commuting by 100,000+ vehicle miles per week.

Land Use

Protecting backcountry lands, historic resources, maintaining service commercial uses and not exceeding the Upper Blue Basin’s buildout are all land use priorities for the Town.

-  **Buildout** — As of January 1, 2017 the combined total of residential units located in the Upper Blue River Valley (Breckenridge, Blue River and unincorporated Summit County) is 11,542, below the target cap of 14,255 units.
-  **Backcountry Protection** — Since 2000, the Upper Blue Transfer of Development Rights (TDR) Program has protected 1,111 acres of sensitive backcountry resources, with 50 acres being protected through the TDR program in 2016. Cumulatively with the open space program, 4,490 acres of open space have been protected.
-  **Service Commercial** — On January 1, 2011 a baseline of service commercial properties was established, identifying a total of 96 units and 233,302 square feet of service commercial space located within Breckenridge and adjacent unincorporated Summit County. Since 2014 the total number of service units increased from 84 to 87 and the total square footage from 242,019 to 246,630. Despite the short-term increase the total number of units is still below the baseline target for units established in 2011.
-  **Historic Resources** — The Town of Breckenridge proudly boasts one of Colorado’s largest National Historic Districts, with over 200 contributing structures. Since 2003, 29 historic structures and properties have been locally landmarked (the Town’s highest level of historic protection) in connection with redevelopment and preservation efforts. Two of the total local landmarkings occurred in 2016 (Klack Placer Cabin and Dipping Station). The recent growth in local landmarkings shows an encouraging trend in high level historic preservation.



2016 Land Use Achievements

- The Town continues to financially support the operations and capital expenses of the Breckenridge Heritage Alliance, which preserves and interprets historical sites that promote heritage tourism in Breckenridge.
- The Breckenridge Heritage Alliance completed stabilization work on the Wellington Oro bin house and the Jessie Mill. They also completed the second phase of the Milne Park rehabilitation.
- 50 acres of backcountry land were protected through the Upper Blue TDR Program.

DID YOU KNOW?

Since the inception of the Upper Blue TDR program in 2000, over \$2.9 million has been generated through the program to purchase additional backcountry lands.



Service Commercial on Airport Road



Breckenridge Grand Vacations Community Center



Single Family Home Construction-Shock Hill

Child Care

The Town aspires to support child care centers in creating quality child care programs which are accessible and affordable for Breckenridge families and workforce and to secure a long-term funding source.



Tuition Assistance (previously referred to as Breckenridge Scholarship Program)- The Town's Tuition Assistance program has helped fund quality, early childhood education for many hard-working, local families since its inception in 2008. In 2015 the Tuition Assistance was restructured from a scholarship program to a sliding scale model. Under the new model, families who qualify for assistance are required to pay tuition based on a sliding scale and the program covers the gap between affordable tuition based on a family's income and the cost of care charged by the provider. The number of children receiving assistance in 2016 was approximately 118. This is a 9% increase in the number of children served in 2015 and represents about 47% of the children in care and 20-25% of the child care center revenues.

Long-term funding for the program has been an area of focus for both the newly created Breckenridge Childcare Advisory Committee and Breckenridge Town Council, which are continuing to evaluate opportunities to reduce the cost of care and assist the local families and workforce. Currently the program has funding that will likely carry it through the 2020/2021 school year giving the Breckenridge Childcare advisory committee and Breckenridge Town Council an opportunity to determine the best long-term funding strategy



Timberline Learning Center



Little Red School House

2016 Child Care Achievements

In 2016, the Town funded scholarships for 118 children. This represents approximately 47% of the children in care. For eligible families receiving Tuition Assistance the average monthly assistance was \$413/Month. The Average Family Co-pay which is the family out of pocket costs for tuition was \$548/Month. On average families use about 3.5 days of care per week.

- The Childcare Task Force met regularly to implement childcare cost savings strategies, long term funding, and scholarship guidelines.
- The Town committed \$3,300,000 to the childcare scholarship which will support the program into 2021 and allow the Childcare task Force and Town Council to determine the best long-term funding options.

DID YOU KNOW?

Over 700 working families have received Town funded childcare scholarships since 2008.



Carriage House Early Learning Center



Breckenridge Montessori



Little Red School House

Wildlife

The Town seeks to preserve large, biodiverse open spaces that serve vital wildlife habitat through land purchases and with the development of a wildlife management plan.



Overall Cucumber Gulch Preserve Health— In the 2015 year end report (our most recent study), Dr. Christy Carello, the Town’s wildlife consultant found the overall special richness, diversity, composition or abundance in the Preserve to be stable. The number of beaver lodges increased, while there were no reported sightings of Boreal Toads (two had been sighted in 2014). Research along summer recreational routes indicated wildlife abundance increased during the early summer trail closures, which corresponded with a decrease in human activity (installation of fencing and signage has helped promote more compliance with the closures). The overall health of wildlife in the Gulch remains good, but continues to require monitoring and assessment.



Boreal Toad



Nuisance Bear—Weisshorn Neighborhood



Mountain Lion—Cucumber Gulch Preserve

2016 Wildlife Achievements

- The Town installed several new seasonal closure signs and buck rail fencing to prevent human visitors from entering Cucumber Gulch Preserve during the early summer's sensitive moose calving and migratory chick rearing period.
- The Town partnered with Summit County Open Space to work on the Swan River restoration project, which will assist in restoring native cutthroat trout habitat.
- The Town completed work on the restoration of the Blue River through the McCain property stretch.
- The Town continued the use of docents in Cucumber Gulch Preserve, who educate visitors about the seasonal trail closures, dog prohibitions, and wildlife habitat. Overall compliance with closures increased.
- The United States Forest Service began a wildlife connectivity assessment for Summit County, with a goal of identifying important wildlife crossing areas on County highways so that future actions (e.g. wildlife overpasses) can be focused in appropriate areas.

DID YOU KNOW?

The Town has conducted yearly wildlife monitoring in Cucumber Gulch since 2000.



Black Bear



Dog Prohibition—Cucumber Gulch Preserve



Moose—Cucumber Gulch Preserve

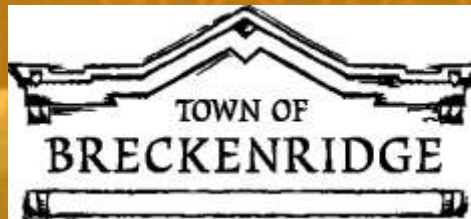
THE
KINGDOM OF

Breckenridge

WE WELCOME YOU

CHAMBER OF COMMERCE

For more information please visit www.sustainablebreck.com





MEMORANDUM

To: Mayor and Town Council
From: Shannon Haynes, Assistant Town Manager
Date: April 5, 2017 (for April 11th Work Session)
Subject: 2017 Council Goals & Objectives

During the February retreat Council approved goals for the year. Attached you will find the 2017 Goals and Objectives along with updates, if available, on each objective (noted in blue).

At the April 11th work session staff will highlight any significant changes and be available to answer questions.

2017 TOWN COUNCIL GOALS and OBJECTIVES

Rev. 4.6.17

AREA of FOCUS: Parking & Transportation Comprehensive Plan Implementation		
GOAL: <i>Develop and implement a balanced parking and multi-modal transportation plan that preserves the character of the community</i>		
OBJECTIVES - ACTION		SLT LEAD/ Others
1	Develop a five (5) year plan for the design, engineering, permitting and construction of six (6) roundabouts on Highway 9 – beginning with the intersections at S. Main and Village Road.	Shannon, Peter & James
	Staff is currently meeting with CDOT.	
2	Develop a three (3) year plan for the design (engineering & architecture) and construction of 750 incremental parking spaces – with a 50/50 split between the Ice Rink and in core lots.	Shannon, Peter, Dennis & James
	Staff has received seven (7) proposals for the parking structure design project. The top design teams will be interviewed in April 2017 and a final team will be selected for the project. Construction of the structure is targeted to begin in 2018. Staff will continue to work with Council to determine the best in core locations for a second structure.	
3	Create a comprehensive communication, marketing and media plan to inform and engage citizens on important aspect and the progress of BreckForward initiatives.	Shannon, Kim & Helen
	In development	
4	Recommend next steps for the BreckForward (formerly Parking & Transportation) taskforce, including the possible conversation to an advisory board.	Shannon, Dennis & James
	Next BreckForward taskforce meeting is scheduled for May 2 nd and will include a discussion on possible conversion to an advisory board.	
5	Establish a comprehensive plan for way-finding and the use of technology	Shannon, Peter, Dennis & James
	Staff is currently researching and revising system to accommodate “real-time” parking information in a mountain environment.	

AREA of FOCUS: Workforce Housing		
GOAL: Support a diversity of local workforce housing options		
OBJECTIVES - ACTION		SLT LEAD/ Others
1	Create and distribute a Request for Proposal (RFP) for a public/private partnership to develop a live/work neighborhood on five (5) acres of property adjacent to Dennison Placer on Block 11.	Peter
	Expect to release a RFP in late April 2017	
2	Plan for the next 150 bedrooms in 2017	Peter
	To be included in the RFP noted above. Construction starts Fall 2018 – delivery in 2019. The balance will be addressed in the McCain/Block 11 Master Plan update that is currently underway.	
3	Assess the feasibility and develop a timeline for affordable housing on the McCain property.	Peter
	To be included in the McCain/Block 11 Master Plan update.	
4	Partner in the development of a parking structure on the Ice Rink property to determine the feasibility, design, etc. of housing.	Peter
	Housing is one of the ancillary uses identified in the parking structure RFP for which 7 proposals have been received. Interviews for consultants will be held the week of April 17 th .	
5	Assess the feasibility of constructing micro units on property at Public Works for the purpose of housing town employees.	Peter
	Currently on hold pending the outcome of the Dennison Placer 1 apartment building sale strategy.	
6	Construction and sale of Denison Placer 1	
	Real estate sales team has been selected. Project is expected to go vertical on May 15 th .	
7	Inventory & more actively organize and manage the 1,000 deed restricted housing units in the Town's pool of affordable housing.	
	Expecting to being work on this objective within the month of April. This effort is enabled by the recent addition of a housing planning.	

AREA of FOCUS: Recreational Facilities and Amenities**GOAL: *Ensure that Breckenridge continues to maintain, improve, and develop public recreational facilities and amenities***

OBJECTIVES – ACTION		SLT LEAD/ Others
1	Complete the construction of a new tennis facility built over existing courts within Kingdom Park, as well as the renovation of the recreation center to relocate staff offices, add studio /multi-purpose space, add weight / cardio / circuit training space, and implement other facility improvements as identified through the study.	Scott
	Construction is underway on the new Tennis Center and Recreation Center renovation per the vision outlined in the Recreation Center Master Plan and Council direction. Different portions of the Recreation Center facility will be under construction until April 2018. Some important timelines include: New indoor Tennis Center opens November 2017; Expanded two-story cardio/fitness space and turf gym opens December 2017; New Children’s Wing opens April 2018. Total project completion is scheduled for April 2018.	
2	Determine the feasibility of a countywide partnership for the construction of a field house.	Scott
	Staff is communicating with the Towns of Frisco and Silverthorne, as well as SYNC (Summit County Youth Networking Coalition), to evaluate the possibility of a community field house somewhere in Summit County. Important considerations include potential facility locations, construction costs, partnership models, community support and operational models.	

AREA of FOCUS: Childcare and Early Learning Centers

GOAL: *Ensure access to affordable quality care for local working families*

OBJECTIVES – ACTION		SLT LEAD/ Others
1	Initiate a study to assess the current and future levels of demand and supply	Peter
	This objective has been completed. Staff will continue to monitor capacity issues in the centers. Currently projecting the need for an additional center within the next three (3) years.	
2	Maintain and enhance the childcare tuition assistance program through ensuring adequate financial assistance is being provided to families that are cost burdened	Peter
	Ongoing	
3	Collaborate with childcare centers to identify and implement best practices in the areas of center operations, fiscal management, and quality of care	Peter
	Ongoing – Currently meeting with a vendor who specializes in this area	
4	Coordinate a public education campaign on the benefits of early learning	Peter
	Ongoing	
5	Identify long term funding options to ensure childcare centers remain financially sustainable and affordable for families	Peter
	Town Council committed funding through 2020. The Committee will keep this on their task list.	

AREA of FOCUS: Water Sustainability

GOAL: *Develop and maintain a reliable, sustainable, clean drinking water supply for the Town of Breckenridge and the surrounding service area in the Upper Blue Planning region*

OBJECTIVES - ACTION		SLT LEAD/ Others
1	Develop and enhance the water conservation program by educating the users about water use and develop water conservation incentives to users	James
	We will be rolling out a smart phone app this Spring for Town's water restrictions. Our water manager is part of the executive water committee working on region-wide water efficiency plan spearheaded by HC3. For the past month there have been water conservation ads in SDN with all of the local town's logos.	
2	Develop a diversified and sustainable water supply by building a second water plant	James
	Town Council approved the 2 nd Water Plant in January 2017. The project is in the final design phase with construction planned for Spring '18	
3	Replace portions of the distribution system to minimize leaks and water main breaks	James
	2014 & 2015 upgrade to Blue Ridge and American Way (PK 7); Fairview main to be replaced with 2 nd plant project; plans for PK 7, Warrior's Mark, and Shekel after 2 nd plant project	
4	Improve the existing Gary Roberts water treatment plant with new technology and equipment so that it will be able to operate efficiently into the future	James
	A CIP was developed in 2015; filter inspections and network and controls evaluation was completed in 2016; upgrades tentatively planned for 2021-2024	
5	Develop a plan to repair the Tarn dam	James
	Public Works has contracted with engineering services for Dam Rehabilitation. We are currently evaluating two alternatives for repair and working closely with the Colorado Dam Safety Branch to evaluate existing conditions and identify risk, cost and an implementation schedule for rehabilitation.	

AREA of FOCUS: Public Engagement		
GOAL: Enhance and develop avenues for citizens to engage with the Town of Breckenridge so they are informed, feel heard, become involved and collaborate to find solutions		
OBJECTIVES – ACTION		SLT LEAD/ Others
1	Website – continuously update to meet the needs of our citizens (i.e. obtain feedback, analyze current uses, improve features/functions such as mobile, search, engagement ‘tool’, calendar, etc.)	Kim
	Created Breck Forward page for all parking and transit initiatives. Rotating “In the Spotlight” items on the main page for more visibility of key topics. Currently utilizing the calendar and news “subscription” feature to increase engagement. Continuing to implement enhancements & improvements. On the horizon: Incorporate new Town Council software system (Granicus) for citizen engagement.	
2	Video – utilize SCTV-10/SummitNews.com – augment Breck Buzz to include ToB staff and possibly citizens on ‘hot’ topics; develop ‘how to’ short features	Kim
	Feb & April’s Breck Buzz featured ToB staff (Roundabout & Water Plant and REC Center renovation & roundabout)	
3	State of the Town – enhance ‘printed’ report and add a Town Hall meeting presentation of a high-level overview and Q&A session with full Council	Kim
	Town Hall meeting slated for Tuesday, May 30 evening; will include a video overview of accomplishments, remarks by TC members and Q&A	
4	Public Meetings: Coffee Talks – at least 2 in the evening; neutral locations; varying times to enhance communication & outreach; include Council members on a regular basis, monthly.	Kim
	Being held monthly at various locations.	
5	Social/Electronic Media – increase fans/followers, provide consistent messaging, experiment with new avenues/products.	Kim & Helen
	More than tripled Instagram followers. Increased Facebook engagement through timely responses and more posts, as well as boosted posts and app ads. Increased Twitter followers through more frequent postings. Used video messaging for new Breck Forward campaign across all platforms. Continue focus on BreckForward information while rounding out with posts on various town happenings, etc.	

AREA of FOCUS: Employee Culture, Human Resources and Talent Management

GOAL: *Creating and sustaining a culture to support employee engagement and retention*

OBJECTIVES – ACTION		SLT LEAD/ Others
1	Continue follow up and evaluation of pay and benefits to assess our total compensation in comparison to benchmarks.	Dana
	Continue work from the TOB 2017 pay study including a review of internal incumbent pay. Participated in Summit County Government survey with Gallagher in order to receive the survey data results. In September 2016, participated in a MSEC compensation survey for municipalities, in order to receive the survey data results. The Town will participate in a MSEC Health and Welfare Plans Survey in June in order to receive data for benefit plan comparisons.	
2	Implement a new performance management system to encourage a shared mindset and reflect the Town's <u>Leadership Values & Philosophies</u> .	Dana, Mistaya & Shannon
	New HR Director is evaluating current process to gain understanding of strengths and opportunities. TOB Staff met with staff from the Town of Frisco to learn more about Neo Gov Perform. Perform is the software within NeoGov that could potentially provide an online tool for evaluations in the future. In addition, staff will be attending a NeoGov event in Denver.	
3	Design a process for developing talent and linking professional interests with Town Vision, Mission and Goals (2 year goal).	Dana
	Evaluating for process development.	
4	Deliver and facilitate benefit roundtables and training to support and educate employees.	Dana
	Variety of training and roundtables are schedule for 2017, including, but not limited to, sessions on the following topics: Seasonal recruitment, Kronos timekeeping, Workplace Violence, EEO Training, Leadership Challenge Program, Town Values and Philosophies, ICMA Lunch and Learn, and College Invest.	
5	Recognize employee accomplishments in meetings w/department staff, town leaders and others.	ALL SLT
	Ongoing work in this area to accomplish satisfied and engaged employees town wide. SLT members continue to work on recognition that supports and engages employees and in turn creates a positive Town culture throughout the organization.	

AREA of FOCUS: Sustainability of the Environment		
GOAL: <i>Implement actions that further the Town's efforts towards sustainability and reduction of our community's carbon footprint</i>		
OBJECTIVES - ACTION		SLT LEAD/ Others
1	Increase the number of businesses that participate in SustainableBreck businesses.	Peter
	Ongoing – The program continues to see annual increases in the number of participating businesses. Currently working with HC3, Summit Co and other towns to develop standardized scoring system and marketing.	
2	Recruit more residential homeowners for participation in the EnergySmart residential program.	Peter
	Ongoing – The program continues to see increases annually in the number of participants.	
3	Market the use of reusable bags to residents and visitors. Design 2 nd reusable bag.	Peter
	Working to develop a new marketing campaign which will include the design of a new Breckenridge reusable bag.	
4	Create a 100% Renewable taskforce to identify and implement new initiatives as part of a long term vision.	Peter
	Committee has been formed and 1 st meeting is scheduled to be held in April.	
5	Facilitate the construction of a second solar garden on McCain.	Peter/Brian
	Part of the 100% renewable strategy.	
6	Promote programs that encourage Town employees to utilize alternative transportation	Peter
	Successful Winter commutes program recently concluded with a 50% increase in participation over last year.	
8	Promote a positive campaign around the use of Town water instead of for purchase water in non-reusable bottles	Peter
	Outreach planned for “Wave” event in Summer of 2017.	

AREA of FOCUS: Community Broadband Services		
GOAL: <i>Provide reliable and competitive Broadband services to citizens/businesses/visitors</i>		
OBJECTIVES – ACTION		SLT LEAD/ Others
1	Research and evaluate current broadband infrastructure assets	Brian
	County has produced some of this information for their RFI process. A full assessment will be part of future engagements	
2	Assess potential for partnerships with Summit County/other Towns	Brian
	The Town is currently participating in the County’s process, which included a RFI in 2016	
3	Assess needs of Breckenridge residents/businesses/visitors	Brian
	This has been defined as a starting point with potential future implementation partners.	
4	Reach out to potential private/public partners for planning and implementation of broadband improvements	Brian
	The Town is currently participating in interviews with potential partners for next steps.	
5	Create partnership that will allow for implementation of new/augmented services that provides for degree of control required by the Town	ALL SLT
	Still in interview process (see 4 above)	