



**TOWN OF
BRECKENRIDGE**

Town Council Work Session
Tuesday, October 23, 2018, 3:00 PM
Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

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

I. RED, WHITE & BLUE FIRE PROTECTION DISTRICT BALLOT ISSUE 6D PRESENTATION (3:00-3:25 pm)

II. PLANNING COMMISSION DECISIONS (3:25-3:30 pm)

Planning Commission Decisions

III. LEGISLATIVE REVIEW (3:30-3:50 pm)

County Deed Ordinance (Second Reading)

Parkway Center Development Agreement (First Reading)

Noble House Landmarking (First Reading)

Trash Ordinance (First Reading)

Block 11 Apartments IGA (Resolution)

Hazmat IGA (Resolution)

IV. MANAGERS REPORT (3:50-4:15 pm)

Public Projects Update

Parking and Transportation Update

Housing and Childcare Update

Committee Reports

Financials

V. OTHER (4:15-5:30 pm)

Breck Epic Update

Renewables Discussion

Isak Heartstone Troll Discussion

VI. PLANNING MATTERS (5:30-6:15 pm)

Planning Commission Appointments

Housing Code Work Session



Memo

To: Breckenridge Town Council Members
From: Peter Grosshuesch, Director of Community Development
Date: October 17, 2018
Subject: Planning Commission Decisions of the October 16, 2018 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, October 16, 2018:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Gallagher Residence Remodel & Addition, 114 S. Harris Street, PL-2018-0411
A proposal to renew a Class B Development Permit, PL-2015-0362, that was issued on December 9, 2015 and expires December 8, 2018. The original proposal included the restoration and remodel of the historic house, addition of a full basement beneath the historic portion of the house, construction of a small addition to the 1997 portion of the house, and the designation of the historic house as a local landmark. The work was never constructed. *Approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.



Gallagher Residence Remodel & Addition, 114 S. Harris Street



NOT TO SCALE

Breckenridge South



PLANNING COMMISSION MEETING

The meeting was called to order at 5:30 p.m. by Chair Mathews-Leidal.

ROLL CALL

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

APPROVAL OF MINUTES

With the below change, the October 2, 2018 Planning Commission Minutes were approved. On page 8, at the top third of the page, Mr. Gerard's comment should read "and be two feet lower" than the main building.

APPROVAL OF AGENDA

With no changes, the October 16, 2018 Planning Commission Agenda was approved.

WORK SESSIONS

1. Code Amendments: Policy 33R & Carrying Points Forward

Mr. Truckey presented proposed code amendments for Policy 33 related to Energy Conservation, Policy 9-1-17-3 regarding assignment of positive points, and Policy 4R related to mass bonuses.

Mark Truckey Presented:

The 33R energy code revisions are outlined and attached to the packet. The primary issue is that the HERS rating was set at 100 in 2006. A house built to today's code would likely qualify for a HERS score of 70 and thus positive points for nothing more than meeting code. We recommend tightening that up. The Energy Rating Index (ERI) is used in the 2015 building code. The ERI is synonymous with HERS. It makes sense to move to the ERI code but we will not adopt the 2018 code, which includes the ERI ratings, until 2020. We suggest that we use the HERS score of 70 until the new code is adopted in 2020.

Commissioner Questions / Comments:

- Mr. Giller: Can you explain the 150 cap for existing? (Mr. Truckey: ERI/HERS modeling is for the existing and new building combined. If you tighten up your existing building and go for top ratings on the new structure it is very easy to obtain a lot of positive points. We would like to consider 150 points the baseline for a remodel.) (Ms. Puester: 150 would be the max baseline.)
- Ms. Dudney: This will be opened to the public next week? (Mr. Truckey: Yes. We will have an open house to get public input on all the potential changes.)
- Ms. Leidal: Is the positive one point for solar wiring correctly stated? Do you pull the wire through the conduit as well? (Mr. Giller: The conduit is installed and ready for the wire, but don't pull the wire until you have the solar installed.)
- Mr. Truckey: There is a new table for excessive energy usage. (Ms. Leidal: Is the fire pit applicable to single family residences?) We have not given negative points for single family use in the past.
- Mr. Gerard: I think short term renters are using them more than a single family home owner might. I think we should consider that use. (Ms. Puester: Most Single family owners install outdoor gas fireplaces so that would mean a negative point for almost everyone. We have only assigned it to commercial because those tend to be on all the time, which is what we consider excessive. We left it out of single family because people would be turning them on and off.)
- Ms. Leidal: Do you limit single family to only one fire pit? (Ms. Puester: We haven't in the past. We

have seen one home with three fire pits. The regulation we do have is only one wood burning fireplace.)

Mr. Schroder: Can we enforce people turning them on or off? It would be tough. It seemed like you are doing a good job of addressing the issues we were having with the code. How do you explain 70 points to a homeowner? (Mr. Giller: You would have to understand the rating code and the modeling.) (Ms. Dudney: Insulation is a simple one to explain.)

Ms. Leidal: Did you include water features like an outdoor ice rink? (Ms. Dudney: They are so rare and part of a development plan so I would think it would be unnecessary. Plus, they get positive points for community benefit.)

Julia Puester Presented:

When a project ends with a positive point analysis, and they decide to make changes after the project has been completed, we have always ended the positive points with that CO. The positive points are no longer available. The code is very vague on this; there is no clear direction. We would like to clarify this. We are proposing that if points are within the vested time period for that application type, for example, Class As and Bs are vested for 3 years, we propose they can bank those points for that vested period, Class Cs and D majors are 18 months. We are hoping this will close the issue about banking points and would like your feedback. Another option is to keep it as is with expiring at CO or increase the time frame longer than the vested time. An example of this would be a Class A project that Cos in a year and two years later, they come in and would like some outdoor heated space to correct some drainage issues. If they had remaining positive points from their development permit, they would be able to utilize those points if still within the 3 year period.

Commissioner Questions / Comments:

Mr. Schroder: Points get left on the table and then later they can do something that gets negative points like a heated driveway? Not sure.

Mr. Lamb: I think this will yield better projects and give people a chance to plan for additions or modification and put them in at a later time. When we see applications, people are not always sure what smaller elements they will do or not do.

Mr. Giller: The spec developer and buyer often want different things. This would allow the buyer to make changes without going through the planning commission again.

Ms. Dudney: I am indifferent. If they decide they want a heated driveway they need to offset it with positive points either way. As long as you tell people at the time of project, I think either way is fair. I lean toward the new language staff is proposing.

Mr. Gerard: On the Highlands HOA board, we see the owners change their minds once they live in it and see a need for something. I think this would be useful.

Ms. Leidal: I support staff's recommendation.

Mr. Giller: I too support staff's recommendation.

Mr. Truckey Presented:

Commission supported a mass bonus for LUD 18 (North French and Ridge Streets) but wanted to limit it to primary historic properties. Since then the state weighed in and is concerned about too much mass in our additions. We want to also weigh in on how the mass is calculated. Staff has been interpreting it as mass is based on above ground density (not total density on the site) and the commission has also weighed in on this. On page 20 you will see the change we have made. We are referring to the above ground density and there shouldn't be any confusion about that. The next page references the mass allowance in district 18. We've also included a modification to the negative points assigned for moving historic structures. This is based on the comments from the state when moving structures. We increased the negative points assigned for moving historic structures. Town council didn't think we should prohibit moving secondary structures, but was generally good with increasing the point assignments.

Commissioner Questions / Comments:

- Mr. Gerard: I support the mass bonus. We should add something to describe the extent of the restoration like “significant restoration”.
- Mr. Giller: Does the “complete restoration” statement stay? (Mr. Truckey: Yes it stays.) I ask that you make it more clear.
- Ms. Dudney: How could you would make up the 7 points?
- Mr. Giller: I think you should move a structure to save it but you shouldn’t move them to increase density. Moving should be allowed but it should be rare.
- Ms. Dudney: In the past we focused on incentivized restoration. Times are changing because now it seems we only want them doing the restoration if it is within our strict codes. I think historic structures should not be moved, and that is a different message from ten years ago.
- Mr. Kulick: What about when the structure was historically over the property line. (Ms. Leidal: We have a code provision that allows for that to be moved with no points incurred.)
- Mr. Gerard: I support the increase in negative points. -3 was not enough. We have to make it clear how what positive points a project qualifies for regarding restoration.
- Mr. Giller: We need to be clear about the positive points you can earn for “over and above” restoration.
- Mr. Truckey: I think we need to come back and reword this to make it clearer and address the concerns you have just brought up.
- Mr. Grosshuesch: Moving a historic structure is a red flag for the state--it can get you declassified as a historic structure. We don’t want to see these buildings move if at all possible, thus the additional negative points proposed.
- Mr. Giller: You get -10 for moving and +3 or +6 for restoration? Where else can you earn your points? Landscaping. (Ms. Puester: Yes—and energy points.)

The work session was opened for public comment.

Lee Edwards, 108 N. French Street:

With all code changes we have a confined area that they apply to. The commission should see the information showing how many structures are over a property line. Staff has access to that info. It could be a non issue. Also, how many more buildings have density left? I don’t think we have a real grasp on what kind of impact we are talking about.

Michael Gallagher, Architect:

If a project gets positive points for public benefit the people should have access to those points at least during the vested time frame and maybe permanently.

CONSENT CALENDAR

1. Gallagher Residence Addition, Restoration, and Landmarking (CL), 114 S. Harris Street, PL-2018-0411

Mr. Gerard made a motion to call up the Gallagher Residence Addition, Restoration, and Landmarking, seconded by Mr. Giller. The motion passed unanimously and the item was called up.

- Mr. Gerard: I am concerned about replacing the two front windows that frame the door and if it requires removal of historic fabric. This could be a big surprise for the owner if the historic openings are different that what is shown for the proposed windows, and I just want to make sure the owner is aware of the Condition of Approval. (Mr. LaChance: We do have a Condition of Approval included which states that once the walls are open, staff needs to be present to inspect and verify that the historic window openings are being maintained, as this is required by a Priority Policy. We required this on the Gold Pan bar and restaurant restoration, and staff inspected the historic openings once the interior walls were opened up, and custom windows

were ordered to the dimensions of the historic openings, even though that had to be covered up for a while the windows were made and delivered.)

Mr. LaChance Presented:

All of the work originally proposed and approved in 2015 remains the same as is proposed with this application, with exception of additional landscaping in the front yard, and the wider driveway, which were requested by staff with this application. Mr. LaChance walked through the point analysis on the project and discussed the windows in question.

Mr. Gerard: So you are going to go behind the window to see the original sizing. Will they have to be custom if they are different? (Mr. LaChance: Yes.)

Mr. Giller: Do you have an architectural inventory? (Mr. LaChance: Yes, we have a Cultural Resource Survey and an Architectural Inventory form on file, but neither discuss the windows on the west facade.) It was built in the 30's? (Mr. LaChance: We believe 1930 is the date of the original structure. The Cultural Resource Survey mentions that the existing structure was constructed in 1882, but staff has confirmed through historic photographs from the Denver Public Library that the lot was vacant between 1900-1910, so it is likely that the 1882 structure was demolished, moved or destroyed.) What was the style in the 30's? (Mr. LaChance: I would have to look into that more. Mr. LaChance later provided the Commission with a copy of the Cultural Resource Survey for review.)

Michael Gallagher, Homeowner, Presented:

Thank you for your question. I am not completely certain what I am getting into. I understand that I can keep the existing windows in the existing opening if things don't go well. We may need to lower the sill height, which is about 9 inches. We know the shingles below the windows in question is not historic. There is no surface historic fabric. I understand we need to determine if there is fabric being destroyed. Can I replace the windows that are there now?

Mr. Giller: What do you think it looked like in 1930? (Mr. Gallagher: Not sure. Probably a window on each side of the door.

Mr. Grosshuesch: What we usually do is allow it if your windows are reversible.

Ms. Dudney: Is the stone wall historic? (Mr. Gallagher- No. When we took the stone veneer off we saw wood siding and we couldn't tell what the original window opening was. Seems like there are two issues, first the fabric, which is a nine inch space. Second is window opening and I want to enlarge the window if there is no historic opening discovered.)

Mr. Giller: If you want positive points, you should go by the Code.

Mr. Grosshuesch: When you open the wall, you will see what is there. We don't want you to enlarge a historic opening. We would like to see the same size as what was there historically. You don't have to reverse the windows if you don't want.

Mr. Gerard: I raised the issue because it could get ugly once you open it up. They are probably vertical windows and to get the positive points you have to match the historic window.

Ms. Leidal: You are doing more than just the windows correct? (Mr. Gallagher - Yes.)

Mr. Giller: I do have concern for the historic fabric. The structure has changed a lot over the years but I like the proposed design.

Mr. Schroder: I support as presented.

Mr. Gerard: I support the project. I just didn't want there to be any surprises for the property owner.

Mr. Lamb: I too support the project.

Mr. Gerard made a motion to approve, seconded by Mr. Lamb. The motion passed unanimously and the item was approved.

Ms. Dudney motioned to recommend approval to designate the Sisler House (Gallagher Residence) as a Local Landmark, seconded Mr. Lamb. The motion passed unanimously.

OTHER MATTERS:

1. Town Council Summary (Memo Only)
2. Class D Majors Q3 2018 (JP) (Memo Only)
3. Class C Subdivisions Q3 2018 (JP) (Memo Only)
4. Gretchen Dudney Recognition

Ms. Puester: January 1st is a Tuesday. Let me know if you have issues with a Wednesday meeting. Telluride is short staffed so we are cancelling that retreat and will do an in-house Breck retreat instead on Friday November 9.

ADJOURNMENT:

The meeting was adjourned at 7:04 pm.

Christie Mathews-Leidal, Chair



Memo

To: Breckenridge Town Council Members
From: Tim Berry, Town Attorney
Date: 10/16/2018
Subject: Council Bill No. 27 (Authorizing Conveyance to Summit County – Block 11 Apartments)

The second reading of the ordinance authorizing the conveyance of a one-half interest in the Block 11 Apartments parcel to Summit County is scheduled for your meeting on October 23rd. 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 – OCT. 23**

2
3 COUNCIL BILL NO. 27

4
5 Series 2018

6
7 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN UNDIVIDED ONE-HALF
8 INTEREST IN CERTAIN REAL PROPERTY TO SUMMIT COUNTY, COLORADO,
9 ACTING BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF
10 SUMMIT COUNTY, COLORADO
11 (Block 11 Apartments – 15 McGee Lane and 51 McGee Lane)

12
13 WHEREAS, the Town owns the following described real property situate in the Town of
14 Breckenridge, Summit County, Colorado:

15
16 Lot 6A, Final Plat of A Resubdivision of Lots 4, 5 and 6, Denison Placer
17 Subdivision, recorded August 8, 2018 at Reception No. 1177006 of the records of
18 the Clerk and Recorder of Summit County, Colorado, which property is
19 commonly known as 15 McGee Lane and 51 McGee Lane, Breckenridge,
20 Colorado 80424 (“**Property**”)

21
22 ; and

23
24 WHEREAS, the Town entered into that Intergovernmental Agreement (Block 11
25 Apartments) (“**Agreement**”) with Summit County, Colorado, acting by and through the Board of
26 County Commissioners of Summit County, Colorado (“**County**”); and

27
28 WHEREAS, the Town is required to sell and convey an undivided one-half interest in the
29 Property to the County pursuant to the Agreement, which undivided one-half interest will be held
30 by the Town as tenants in common with the remaining undivided one-half interest in the
31 Property to be retained by the Town; and

32
33 WHEREAS, after such conveyance, the Town and the County shall own the Property as
34 tenants in common; and

35
36 WHEREAS, Section 15.3 of the Breckenridge Town Charter requires that the sale and
37 conveyance of the undivided one-half interest in the Property to the County be authorized by
38 ordinance.

39
40 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
41 BRECKENRIDGE, COLORADO:

42
43 Section 1. The Town Manager and the Town Clerk are authorized, empowered, and
44 directed to execute, acknowledge, and deliver to Summit County, Colorado, acting by and
45 through the Board of County Commissioners of Summit County, Colorado, the special warranty

1 deed, a copy of which is marked **Exhibit "A"**, attached hereto, and incorporated herein by
2 reference.

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

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

10
11 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
12 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be
13 held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
14 ____ day of _____, 2018, at 7:30 P.M., or as soon thereafter as possible in the
15 Municipal Building of the Town.

16
17 TOWN OF BRECKENRIDGE, a Colorado
18 municipal corporation

19
20
21
22 By: _____
23 Eric S. Mamula, Mayor

24
25 ATTEST:

26
27
28
29 _____
30 Helen Cospolich
31 Town Clerk

EXHIBIT "A"

SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2018, between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation, whose address is P.O. Box 168, Breckenridge, Colorado 80424 ("Grantor") and SUMMIT COUNTY, COLORADO, ACTING BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, whose address is P.O. Box 68, Breckenridge, Colorado 80424 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Two Million One Hundred Thousand Dollars (\$2,100,000.00), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee, its successors and assigns forever, the following described real property, together with improvements, if any, situate, lying and being in the Town of Breckenridge, Summit County, Colorado described as follows:

An undivided one-half (1/2) interest in and to Lot 6A, Final Plat of A Resubdivision of Lots 4, 5 and 6, Denison Placer Subdivision, recorded August 8, 2018 at Reception No. 1177006 of the records of the Clerk and Recorder of Summit County, Colorado, which property is commonly known as 15 McGee Lane and 51 McGee Lane, Breckenridge, Colorado 80424

also known by street and number as: 15 McGee Lane and 51 McGee Lane, Breckenridge, Colorado 80424.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself and its successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

FOLLOWING THE CONVEYANCE HEREIN DESCRIBED AND MADE Grantor and Grantee shall own the following described real property:

SPECIAL WARRANTY DEED

Lot 6A, Final Plat of A Resubdivision of Lots 4, 5 and 6, Denison Placer Subdivision, recorded August 8, 2018 at Reception No. 1177006 of the records of the Clerk and Recorder of Summit County, Colorado, which property is commonly known as 15 McGee Lane and 51 McGee Lane, Breckenridge, Colorado 80424

as tenants in common.

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

This Deed is executed pursuant to Ordinance No. _____, Series 2018, adopted by the Town Council of the Town of Breckenridge on October 23, 2018.

GRANTOR:

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

SPECIAL WARRANTY DEED



Memo

To: Breckenridge Town Council Members
From: Julia Puester, Planning Manager
Date: 10/17/2018
Subject: Opfers/City Market Expansion Development Agreement

Staff has received a Development Agreement request for the property located at 400 N. Park Avenue, known as the Parkway Center Property (which is owned by Opfers, LLC), of which City Market is a tenant of (Lot 5, Block 2, Parkway Center Subdivision). This memo is intended as an introduction to the proposal.

The proposal is to construct an additional approximate 6,567 square feet onto the Parkway Center as part of a City Market expansion (rounded up from 6.57 SFEs to 7 SFEs to address any future need). City Market expansion plans also include absorbing some existing commercial square footage adjacent to the store which would not require additional density. With the proposed Development Agreement proposal attached in detail, the applicant, Opfers/City Market is requesting:

- Transfer of 7 commercial SFEs (7,000 square feet commercial) by the Town to the property. This square footage would be in addition to the existing density of City Market (47.3 SFEs). With the City Market expansion, the total store area would be 57,363 square feet.

Square Footage Total: Existing City Market 47,262 SF (ground floor and mezzanine) + 3,534 SF of adjacent existing retail space to be absorbed + 6,567 SF new density with TDR=57,363 square feet.

- Opfers/City Market would enter into a Restrictive Covenant to restrict the use of the TDRs to grocery store/supermarket use only.
- An additional Restrictive Covenant would not allow for the TDRs to be used for furniture sales on the property.
- No negative points shall be assigned under Policy 24 (Relative) Social Community for not providing employee housing (approximately 297 square feet required for zero points).
- The application shall not fail Policy 3 (Absolute) Density as well as no negative points will be assigned under Policy 3 (Relative) Density for exceeding the density on the site.
- The Agreement, if approved, would be valid for one year.

The proposed community benefit for the above requests is:

- Providing an expansion to an essential service (grocery store) to the Town, its residents and visitors.

Staff is recommending the Town Council discuss the proposal. The Town Council may: deny the proposed agreement, approve it without Planning Commission input, or refer it to the Planning

Commission for their review for a fit test. Should the Town Council support the Development Agreement as proposed, a first reading has been scheduled for the evening meeting.

1 **FOR WORKSESSION/FIRST READING – OCT. 23**

2
3 COUNCIL BILL NO. _____

4
5 Series 2018

6
7 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
8 OPFERS PARTNERS L.L.C., A COLORADO LIMITED LIABILITY COMPANY, AND
9 DILLON COMPANIES, LLC, A KANSAS LIMITED LIABILITY COMPANY
10 AUTHORIZED TO DO BUSINESS IN COLORADO
11 (City Market Expansion)

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. Ofpers Partners, L.L.C., a Colorado limited liability company (“**Ofpers**”), owns the
20 following described real property in the Town of Breckenridge, Summit County, Colorado:

21 Lot 5, Block 2, Parkway Center Subdivision

22
23 (“**Property**”).

24
25 B. The Property is located at the southwest corner of Colorado Highway 9 and North
26 Park Avenue. The existing City Market grocery store/supermarket is located on a portion of the
27 Property, and consists of a total of 47,262 square feet of density [44,987 square feet of existing
28 ground floor density plus 2,275 square feet of mezzanine density] (“**Premises**”). City Market
29 proposes to remodel the existing grocery store/supermarket by adding an additional 6,567 square
30 feet of density and, in connection therewith, to expand the Premises by absorbing 3,534 square
31 feet of existing retail density that is located adjacent to the Premises.

32 C. Dillon Companies, LLC, a Kansas limited liability company authorized to do business
33 in Colorado (“**City Market**”), is the tenant of the Premises pursuant to a Lease dated November
34 16, 1985, as amended (“**Lease**”), with Ofpers as successor-in-interest to VRG-Parkway Partners,
35 a Colorado partnership, which Lease provides for a term expiring on November 30, 2019, with
36 three (3) unexercised five (5) year options to extend the term of the Lease.

37 D. City Market and Ofpers have agreed to amend the Lease to provide for the expansion
38 of the Premises.

39 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
40 the authority to enter into a development agreement.

1 F. A development agreement is necessary in order to accommodate the expansion of the
2 Premises proposed by City Market and Ofpers.

3 G. Because City Market provides an essential service to the Town, its residents and the
4 many visitors to the Town, the Town Council finds and determines that an expanded grocery
5 store/supermarket will serve to enhance this essential service and serve the public good, and is
6 sufficient justification for the Town agreeing to enter into a development agreement with Ofpers
7 and City Market.

8 H. A proposed Development Agreement between the Town, Ofpers, and City Market has
9 been prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein
10 by reference (“**Development Agreement**”).

11 I. The Town Council finds and determines that there is a substantial public benefit that
12 will accrue from the expansion of the current City Market grocery store/supermarket, and that no
13 further commitments to the Town (as described in Section 9-9-4 of the Breckenridge Town
14 Code) are required from either Ofpers or City Market in connection with the Development
15 Agreement.

16 J. The Town Council has received a completed application and all required submittals
17 and fees for a development agreement.

18 K. The Town Council had a preliminary discussion of the proposed Development
19 Agreement application, and the proposed Development Agreement, as required by Section 9-9-
20 10(A) of the Breckenridge Town Code.

21 L. The Town Council determined that the proposed Development Agreement need not
22 be referred to the Breckenridge Planning Commission for its review and recommendation.

23 M. The Town Council has reviewed the proposed Development Agreement.

24 N. The approval of the proposed Development Agreement is warranted in light of all
25 relevant circumstances.

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

30 Section 2. Approval of Development Agreement. The Development Agreement between
31 the Town, Ofpers Partners, L.L.C., a Colorado limited liability company, and Dillon Companies,
32 LLC, a Kansas limited liability company authorized to do business in Colorado (**Exhibit “A”**
33 hereto), is approved, and the Town Manager is authorized, empowered, and directed to execute
34 such agreement for and on behalf of the Town of Breckenridge.

35
36 Section 3. Notice of Approval. The Development Agreement shall contain a notice in the
37 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
38 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be

1 published by the Town Clerk one time in a newspaper of general circulation in the Town within
2 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
3 Section 24-68-103, C.R.S.
4

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

10 Section 5. Authority. The Town Council finds, determines, and declares that it has the
11 power to adopt this ordinance pursuant to the authority granted to home rule municipalities by
12 Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
13 Charter.
14

15 Section 6. Effective Date. This ordinance shall be published and become effective as
16 provided by Section 5.9 of the Breckenridge Town Charter.
17

18 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
19 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
20 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
21 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
22 Town.
23

24 TOWN OF BRECKENRIDGE
25

26
27 By: _____
28 Eric S. Mamula, Mayor
29

30 ATTEST:
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32
33
34

35 _____
36 Helen Cospolich, CMC,
37 Town Clerk
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1
2 APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
3 PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
4 STATUTES, AS AMENDED
5

6 DEVELOPMENT AGREEMENT
7

8 This Development Agreement (“**Agreement**”) is made as of the ____ day of
9 _____, 2018 (“**Effective Date**”) between the TOWN OF BRECKENRIDGE, a
10 Colorado municipal corporation (“**Town**”), OFPERS PARTNERS L.L.C., a Colorado limited
11 liability company (“**Ofpers**”), and DILLON COMPANIES, LLC, a Kansas limited liability
12 company authorized to do business in the State of Colorado (“**City Market**”). Town, Ofpers, and
13 City Market are sometimes collectively referred to in this Agreement as the “**Parties**,” and
14 individually by name or as a “**Party**.”
15

16 Recitals
17

18 A. Ofpers owns the following described real property in the Town of Breckenridge,
19 Summit County, Colorado:
20

21 Lot 5, Block 2, Parkway Center Subdivision
22

23 (“**Property**”).
24

25 B. The Property is located at the southwest corner of Colorado Highway 9 and North
26 Park Avenue. The existing City Market grocery store/supermarket is located on a portion of the
27 Property, and consists of a total of 47,262 square feet of density [44,987 square feet of existing
28 ground floor density plus 2,275 square feet of mezzanine density] (“**Premises**”). City Market
29 proposes to remodel the existing grocery store/supermarket by adding an additional 6,567 square
30 feet of density and, in connection therewith, to expand the Premises by absorbing 3,534 square
31 feet of existing retail density that is located adjacent to the Premises.
32

33 C. City Market is the tenant of the Premises pursuant to a Lease dated November 16,
34 1985, as amended (“**Lease**”) with Ofpers as successor-in-interest to VRG-Parkway Partners, a
35 Colorado partnership, which Lease provides for a term expiring on November 30, 2019, with
36 three (3) unexercised five (5) year options to extend the term of the Lease.
37

38 D. City Market and Ofpers have agreed to amend the Lease to provide for the remodel
39 and expansion of the Premises.
40

41 E. Pursuant to Chapter 9 of Title 9 the Breckenridge Town Code the Town Council has
42 the authority to enter into a development agreement.
43

44 F. A development agreement is necessary in order to accommodate the remodel and
45 expansion of the Premises proposed by City Market and Ofpers.
46

1 G. Because City Market provides an essential service to the Town, its residents and the
2 many visitors to the Town, the Town Council finds and determines that a remodeled and
3 expanded grocery store/supermarket will serve to enhance this essential service and serve the
4 public good, and is sufficient justification for the Town agreeing to enter into this Agreement.
5

6 H. Except as provided in this Agreement, no further commitments to the Town (as
7 described in Section 9-9-4 of the Breckenridge Town Code) are required from either Ofpers or
8 City Market.
9

10 I. The Town Council has received a completed application and all required submittals
11 for a development agreement (“**Application**”)¹; had a preliminary discussion of the Application
12 and this Agreement; determined that it should commence proceedings for the approval of this
13 Agreement; and, in accordance with the procedures set forth in Section 9-9-10(C) of the
14 Breckenridge Town Code, has approved this Agreement by non-emergency ordinance.
15

16 Agreement

17

18 1. Subject to the provisions of this Agreement, the Town’s Planning Commission² is
19 hereby authorized to review and approve, subject to compliance with all other applicable
20 development policies of the Town, an application for the remodel and expansion of the Premises
21 providing for up to an additional 6,567 square feet of density to be located upon the Premises
22 (rounded up to 7,000 square feet of density [7.0 SFEs] to cover the possible need for additional
23 density required for the project).

24 2. In connection with the Planning Commission’s review of the Application no negative
25 points shall be assessed against the Application pursuant to Section 9-1-19-3R, “Policy 3
26 (Relative) Compliance With Density/Intensity Guidelines” or Section 9-1-19-24R, “Policy 24
27 (Relative) Social Community” of the Town’s Development Code.³

28 3. Without the Application failing Section 9-1-19-3A (Density) of the Development
29 Code the Application may be approved by the Planning Commission with a maximum of 7.0
30 additional single family equivalents of density (each a “**SFE**”) being approved for transfer to the
31 Property. Not later than the time of the issuance by the Town of a building permit for the
32 remodel and expansion of the Premises pursuant to the approved Application, the Town shall
33 transfer density to the Property in an amount equal to the difference between the amount of

¹The term “Application” as used in this Agreement means a combined application for the approval of this Agreement and the issuance of a development permit to actually remodel and expand the Premises. If separate applications for the approval of this Agreement and the issuance of a development permit to actually remodel and expand the Premises are filed, the term “Application” shall apply to each individual application as indicated by the context in which such term is used in this Agreement.

² The term “Planning Commission” as used in this Agreement includes the Town Council of the Town of Breckenridge, if the decision of the Planning Commission on the Application is “called up” by the Town Council pursuant to Section 9-1-18-5 of the Development Code. In the event of a call up, the Town Council shall make the final decision on the Application.

³ Chapter 1 of Title 9 of the Breckenridge Town Code.

1 density existing on the Property as of the date of this Agreement (76.5 SFEs) and the total
2 amount of density approved for the remodel and expansion of the Premises by the Planning
3 Commission; provided, however, that the maximum amount of additional density the Town
4 agrees to transfer to the Property is 7.0 SFEs (“**Transferred Density**”). The Transferred Density
5 shall only be used by City Market in connection with the remodel and expansion of the Premises
6 as approved by the Planning Commission as contemplated by this Agreement, and may not be
7 transferred to or used upon any other real property. The Town shall transfer the Transferred
8 Density to the Property at no cost to either Ofpers or City Market. The source of the Transferred
9 Density, and the means and method of providing the Transferred Density to the Property, shall
10 be determined by the Town in its sole and absolute discretion. Ofpers and City Market shall
11 execute such documentation as may be required by the Town to complete the transfer of the
12 Transferred Density to the Property. The building permit for the remodel and expansion of the
13 Premises shall not be issued until the transfer of the Transferred Density to the Property has been
14 completed by the Town.

15 4. Notwithstanding anything contained in this Agreement to the contrary, the Parties
16 agree that no portion of the square footage that is added to the Premises pursuant to a
17 development permit issued by the Town as authorized by this Agreement shall ever be used
18 primarily for the retail sale of furniture. As used in this Section, the term “furniture” shall mean
19 large movable equipment, such as tables and chairs, used to make a house, office, or other
20 interior or exterior space (such a lawn or deck), suitable for living or working. This restriction
21 shall be incorporated into the Restrictive Covenant required by Section 5 of this Agreement.

22 5. It is understood and agreed between the Parties that the Town’s agreement to provide
23 the Transferred Density for use in connection with the remodel and expansion of the Premises as
24 described in Section 3, above, is expressly conditioned upon the Transferred Density being used
25 in perpetuity only in connection with the operation of a grocery store/supermarket upon the
26 Premises. If the Premises are ever used for any purpose other than the operation of a grocery
27 store/supermarket, all of the Transferred Density shall automatically revert to and become the
28 sole property of the Town of Breckenridge. The requirements of this Section 4 shall be set forth
29 in a Restrictive Covenant to be executed by the Parties and recorded with the Summit County
30 Clerk and Recorder concurrently with the Town’s transfer of the Transferred Density to the
31 Property. The Restrictive Covenant shall include provisions providing that: (i) the provisions of
32 the Restrictive Covenant are specifically enforceable against both Ofpers and City Market; (ii)
33 both Ofpers and City Market forever waive all legal and equitable claims, of whatever kind or
34 nature, against the Town with respect to the enforcement of the Restrictive Covenant; and (iii)
35 the Restrictive Covenant shall not be subject to any liens or encumbrances, except the lien of the
36 general property taxes for the year in which the Restrictive Covenant is executed.

37 6. The term of this Agreement shall commence on the Effective Date and shall end,
38 subject to earlier termination in the event of a breach of this Agreement, on the later to occur of
39 (i) one (1) year from the Effective Date unless prior to such date the Application has finally been
40 approved by the Town, and the development permit for the remodel and expansion of the

1 Premises has been executed and signed by both Ofpers and City Market, or (ii) the date City
2 Market opens the remodeled and expanded Premises for business to the public.

3 7. Except as provided in Section 24-68-105, C.R.S. and except as specifically provided
4 for herein, the execution of this Agreement shall not preclude the current or future application of
5 municipal, state or federal ordinances, laws, rules or regulations to the Premises (collectively,
6 “laws”), including, but not limited to, building, fire, plumbing, engineering, electrical and
7 mechanical codes, and the Town’s Development Code, Subdivision Standards⁴, and other land
8 use laws, as the same may be in effect from time to time throughout the term of this Agreement.
9 Except to the extent the Town otherwise specifically agrees, any development of the Premises
10 shall be done in compliance with the then-current laws of the Town.

11
12 8. Nothing in this Agreement shall preclude or otherwise limit the lawful authority of
13 the Town to adopt or amend any Town law, including, but not limited to the Town’s: (i)
14 Development Code, (ii) Comprehensive Plan, (iii) Land Use Guidelines and (iv) Subdivision
15 Standards.

16
17 9. Prior to any action against Town for breach of this Agreement, City Market or
18 Ofpers, whichever is applicable, shall give the Town a sixty (60) day written notice of any claim
19 of a breach or default by the Town, and the Town shall have the opportunity to cure such alleged
20 default within such time period.

21 10. Town shall not be responsible for, and neither Ofpers nor City Market shall have any
22 remedy against the Town, if the remodel and expansion of the Premises as contemplated by this
23 Agreement is prevented or delayed for reasons beyond the control of the Town.

24
25 11. The actual remodel and expansion of the Premises shall require the issuance of such
26 other and further permits and approvals by the Town as may be required from time to time by
27 applicable Town ordinances.

28
29 12. No official or employee of the Town shall be personally responsible for any actual or
30 alleged breach of this Agreement by the Town.

31
32 13. City Market agrees to indemnify and hold the Town, its officers, employees, insurers,
33 and self-insurance pool, harmless from and against all liability, claims, and demands, on account
34 of injury, loss, or damage, including without limitation claims arising from bodily injury,
35 personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind
36 whatsoever, which arise out of or are in any manner connected with this Agreement, if such
37 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
38 part by, the negligence or intentional act or omission of City Market; any subcontractor of City
39 Market, or any officer, employee, representative, or agent of City Market or of any subcontractor
40 of City Market, or which arise out of any worker’s compensation claim of any employee of City

⁴Chapter 2 of Title 9 of the Breckenridge Town Code.

1 Market, or of any employee of any subcontractor of City Market; except to the extent such
2 liability, claim or demand arises through the negligence or intentional act or omission of Town,
3 its officers, employees, or agents. City Market agrees to investigate, handle, respond to, and to
4 provide defense for and defend against, any such liability, claims, or demands at the sole expense
5 of City Market. City Market also agrees to bear all other costs and expenses related thereto,
6 including court costs and attorney's fees.
7

8 14. Ofpers agrees to indemnify and hold the Town, its officers, employees, insurers, and
9 self-insurance pool, harmless from and against all liability, claims, and demands, on account of
10 injury, loss, or damage, including without limitation claims arising from bodily injury, personal
11 injury, sickness, disease, death, property loss or damage, or any other loss of any kind
12 whatsoever, which arise out of or are in any manner connected with this Agreement, if such
13 injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in
14 part by, the negligence or intentional act or omission of Ofpers; any subcontractor of Ofpers, or
15 any officer, employee, representative, or agent of Ofpers or of any subcontractor of Ofpers, or
16 which arise out of any worker's compensation claim of any employee of Ofpers, or of any
17 employee of any subcontractor of Ofpers; except to the extent such liability, claim or demand
18 arises through the negligence or intentional act or omission of Town, its officers, employees, or
19 agents. Ofpers agrees to investigate, handle, respond to, and to provide defense for and defend
20 against, any such liability, claims, or demands at the sole expense of Ofpers. Ofpers also agrees
21 to bear all other costs and expenses related thereto, including court costs and attorney's fees.
22

23 15. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall
24 not affect or impair the validity, legality or enforceability of the remaining provisions of the
25 Agreement.
26

27 16. This Agreement constitutes a vested property right pursuant to Article 68 of Title 24,
28 Colorado Revised Statutes, as amended.
29

30 17. The provisions of Sections 13 and 14 of this Agreement shall survive the expiration
31 or termination of this Agreement and shall be fully enforceable thereafter, subject to any
32 applicable statute of limitation.
33

34 18. No waiver of any provision of this Agreement shall be deemed or constitute a waiver
35 of any other provision, nor shall it be deemed to constitute a continuing waiver, unless expressly
36 provided for by a written amendment to this Agreement signed by all of the Parties; nor shall the
37 waiver of any default under this Agreement be deemed a waiver of any subsequent default or
38 defaults of the same type.
39

40 19. This Agreement shall be recorded in the office of the Clerk and Recorder of Summit
41 County, Colorado.
42

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

1
2 21. Personal jurisdiction and venue for any civil action commenced by any Party to this
3 Agreement shall be deemed to be proper only if such action is commenced in District Court of
4 Summit County, Colorado. Ofpers and City Market each expressly waive any right to bring such
5 action in or to remove such action to any other court, whether state or federal. **ALL PARTIES**
6 **WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION TO ENFORCE,**
7 **INTERPRET OR CONSTRUE THIS AGREEMENT.**
8

9 22. Any notice required or permitted hereunder shall be in writing and shall be sufficient
10 if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:
11

12 If to the Town: Rick G. Holman, Town Manager
13 Town of Breckenridge
14 P.O. Box 168
15 Breckenridge, CO 80424
16

17 With a copy (which
18 shall not constitute
19 notice to the Town) to: Timothy H. Berry, Esq.
20 Town Attorney
21 P.O. Box 2
22 Leadville, CO 80461
23

24 If to Ofpers: Ofpers Partners, L.L.C.
25 P.O. Box 4856
26 Breckenridge, CO 80424
27

28 With a copy to: 
29

30 If to City Market: Dillon Companies, LLC
31 65 Tejon Street
32 Denver, CO 80223
33 ATTN: Real Estate Manager
34

35 With a copy to: Dillon Companies, LLC
36 c/o The Kroger Co.
37 1014 Vine Street
38 Cincinnati, OH 45202-1100
39 ATTN: Law Department
40

41 Notices mailed in accordance with the provisions of this Section 22 shall be deemed to have been
42 given upon delivery. Notices personally delivered shall be deemed to have been given upon
43 delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the
44 Colorado Rules of Civil Procedure for service of civil process.

1
2 23. This Agreement constitutes the entire agreement and understanding between the
3 Parties relating to the subject matter of this Agreement and supersedes any prior agreement or
4 understanding relating to such subject matter.
5

6 24. This Agreement shall be interpreted in accordance with the laws of the State of
7 Colorado without regard to principles of conflicts of laws.
8

9 TOWN OF BRECKENRIDGE

10 Attest:

11
12
13
14 _____
15 Helen Cospolich, CMC, Town
16 Clerk

By: _____
Rick G. Holman, Town Manager

17
18
19
20
21
22 STATE OF COLORADO)
23) ss.
24 COUNTY OF SUMMIT)
25

26 The foregoing was acknowledged before me this _____ day of _____,
27 2018 by Rick G. Holman, as Town Manager, and Helen Cospolich, CMC, as Town Clerk, of the
28 Town of Breckenridge, a Colorado municipal corporation.
29

30 Witness my hand and official seal.

31 My commission expires: _____
32
33
34
35

36 _____
37 Notary Public
38

Memo

To: Town Council
From: Chapin LaChance, Planner II
Community Development Dept.
Date: October 17, 2018 for meeting of October 23, 2018
Subject: First Reading: Local Landmarking of the Noble House, 213 S. Ridge St.



At their September 18 meeting, the Planning Commission reviewed the proposed designation of the Noble House at 213 S. Ridge St. as a Local Landmark, and recommended that the Town Council adopt an ordinance designating the building as a Local Landmark. One of the primary benefits of Local Landmark designation is the increase in the property's eligibility for historic preservation tax credits and grants.

The Commission found that the property fulfilled the criteria in Title 9, Chapter 11 *Historic Preservation* of the Development Code which includes:

- A. The improvements located on the subject property are more than fifty (50) years old.
- B. The property meets the “Architectural” designation criteria for a landmark as set forth in Section 9-11-4(A)(1)(a)(1) of the Breckenridge Town Code because the property exemplifies specific elements of an architectural style and period.
- C. The “Social” designation criteria for a landmark as set forth in Town Code Section 9-11-4(A)(1)(b)(2) is met because the property exemplifies the cultural, political, economic and social heritage of the community.
- D. The “Physical Integrity” designation criteria for a landmark as set forth in Town Code Section 9-11-4(A)(3) is met because:
 - a. The property shows character, interest and value as part of the development, heritage and cultural characteristics of the community, region, state and nation and;
 - b. The property retains original design features, materials and character and;
 - c. The structure is on its original location or is in the same historic context after having been moved.

This is a first reading. Staff will be available at the meeting to answer any questions.

The Planning Commission and the Community Development Department recommend approval of the proposal to designate the Noble House at 213 S. Ridge St. as a Local Landmark.

- 1 (i) The property shows character, interest or value as part of the development,
2 heritage or cultural characteristics of the community, region, state or
3 nation and;
- 4 (ii) The property retains original design features, materials and/or character
5 and;
- 6 (iii) The structure is on its original location or is in the same historic context
7 after having been moved.
8

9 H. In accordance with the requirements of Section 9-11-3(B)(3) of the
10 Breckenridge Town Code, on September 18, 2018, the Application was reviewed by the
11 Breckenridge Planning Commission. On such date the Planning Commission
12 recommended to the Town Council that the Application be granted.
13

14 I. The Application meets the applicable requirements of Chapter 11 of Title 9 of
15 the Breckenridge Town Code, and should be granted without conditions.
16

17 J. Section 9-11-3(B)(4) of the Breckenridge Town Code requires that final
18 approval of an application for landmark designation under Chapter 11 of Title 9 of the
19 Breckenridge Town Code be made by ordinance duly adopted by the Town Council.
20

21 Section 2. Designation of Property as Landmark. The following described real
22 property:
23

24 Lot 7, Block 13, Abbett Addition to the Town of Breckenridge, Town of
25 Breckenridge, County of Summit, and State of Colorado; also known as 213
26 South Ridge Street, Breckenridge, Colorado 80424
27

28 is designated as a landmark pursuant to Chapter 11 of Title 9 of the Breckenridge Town
29 Code.
30

31 Section 3. Police Power Finding. The Town Council finds, determines and declares that
32 this ordinance is necessary and proper to provide for the safety, preserve the health, promote the
33 prosperity, and improve the order, comfort, and convenience of the Town of Breckenridge and
34 the inhabitants thereof.
35

36 Section 4. Town Authority. The Town Council finds, determines and declares that it has
37 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
38 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
39 Charter.
40

41 Section 5. Effective Date. This ordinance shall be published and become effective as
42 provided by Section 5.9 of the Breckenridge Town Charter.
43

44 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
45 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
46 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of

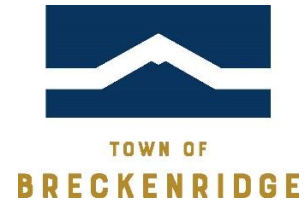
1 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
2 Town.

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

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

11
12 ATTEST:

13
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16 _____
17 Helen Cospolich, CMC,
18 Town Clerk
19
20



Memo

To: Breckenridge Town Council Members
From: Jessie Burley, Sustainability Coordinator
Mark Johnston, Assistant Public Works Director
Date: 10/17/2018
Subject: Misuse of Public Trash Receptacle Ordinance-First Reading

Staff has observed citizens and businesses using Town-owned public trash cans to dispose of both household and business trash in lieu having their own trash service. The intent of the ordinance is to have the ability to fine individuals that are abusing Town-owned trash receptacles. It is not intended to target individuals who are disposing of small amounts of trash that is accumulated while traveling throughout town. The proposed draft ordinance provides the Town with the ability to fine anyone who abuses Town-owned trash receptacles. Staff will be available to address any questions.

1 ***DRAFT September 19, 2018 DRAFT***

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

5
6 COUNCIL BILL NO. ____

7
8 Series 2018

9
10 AN ORDINANCE AMENDING THE BRECKENRIDGE TOWN CODE BY ADOPTING THE
11 MUNICIPAL OFFENSE OF MISUSE OF TRASH RECEPTACLE

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

15
16 Section 1. Chapter 2 of Title 5 of the Breckenridge Town Code is amended by the
17 addition of a new Section 5-2-7-1, which shall read as follows”

18
19 **5-2-7-1: MISUSE OF PUBLIC TRASH RECEPTACLE:**

20
21 A. **Any person who deposits, throws, or leaves any household trash or business**
22 **trash in a public trash receptacle commits the offense of misuse of public**
23 **trash receptacle.**

24
25 B. **As used in this section:**

26
27 **“Household trash” means garbage and rubbish as defined in Section 5-2-1**
28 **that originates from a property devoted to a residential use as defined in**
29 **Section 9-1-5 of this Code, or an accommodation unit as defined in Section 4-**
30 **1-2, regardless of whether located within or outside the corporate limits of**
31 **the Town.**

32
33 **“Business trash” means garbage and rubbish as defined in Section 5-2-1 that**
34 **originates from a commercial enterprise or activity of any kind, regardless of**
35 **whether located within or outside the corporate limits of the Town.**

36
37 **“Personally Identifying Information” means any information that may be**
38 **used, alone or in conjunction with any other information, to identify a**
39 **specific individual, including, but not limited to, name, street address, date of**
40 **both, or social security number.**

41
42 **“Public Trash Receptacles” means an outdoor container owned and**
43 **maintained by the Town, regardless of where located, that is designed and**
44 **intended to be used for the accumulation of garbage generated by the public**
45 **while walking.**

- 1
2 **C. If a person’s personally identifying information is found on any household**
3 **trash or business trash found in a public trash receptacle, there is a**
4 **rebuttable presumption that such person committed a violation of this**
5 **section.**
6
7 **D. Misuse of public trash receptacle is an infraction punishable by a mandatory**
8 **fine of not less than twenty dollars (\$20.00) nor more than five hundred**
9 **dollars (\$500.00) upon a first conviction; by a mandatory fine of not less than**
10 **fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00) upon a**
11 **second conviction; and by a mandatory fine of not less than one hundred**
12 **dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) upon a**
13 **third or subsequent conviction.**
14
15 **E. In the discretion of the municipal court, all or any portion of a fine imposed**
16 **in excess of the mandatory minimum fine may be suspended upon the**
17 **condition that the defendant gather and remove from specified public**
18 **property or specified private property, with prior permission of the owner or**
19 **tenant in lawful possession thereof, any litter found thereon, or upon the**
20 **condition that the defendant pick up litter at a time prescribed by and at a**
21 **specified place or places within the town for not less than eight (8) hours**
22 **upon a first conviction or for not less than sixteen (16) hours upon a second**
23 **or subsequent conviction.**
24

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

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

33 Section 4. The Town Council hereby finds, determines and declares that it has the power
34 to adopt this ordinance pursuant to: (i) Section 31-15-103, C.R.S. (concerning municipal police
35 powers); (ii) Section 31-15-401, C.R.S.(concerning municipal police powers); (iii) the authority
36 granted to home rule municipalities by Article XX of the Colorado Constitution; and (iv) the
37 powers contained in the Breckenridge Town Charter.
38

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

42 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
43 PUBLISHED IN FULL this ____ day of _____, 2018. A Public Hearing shall be held at the
44 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
45 _____, 2018, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the
46 Town.

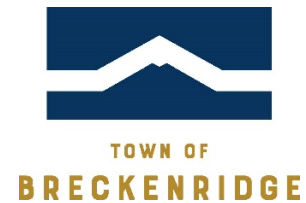
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TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk



Memo

To: Breckenridge Town Council Members
From: Laurie Best AICP, Community Development Department
Date: 10/17/2018 (for 10/23/2018)
Subject: A RESOLUTION APPROVING AN INTEGVERNMENTAL AGREEMENT WITH SUMMIT COUNTY, COLORADO ACTING BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (Block 11 Apartments a/k/a COTO Flats)

The Town of Breckenridge and Summit County are collaborating on the management and use of 18 new apartments commonly referred to as COTO Flats. The specific obligations and responsibilities are outlined in this Intergovernmental Agreement (IGA) that is scheduled for your consideration on October 23rd. These apartments are currently under construction and scheduled for completion in early to mid-November. Upon completion, the Town intends to convey 50% ownership in the property to Summit County by special warranty deed. That Deed Ordinance is scheduled for second reading concurrent with this IGA Resolution.

The key terms of the IGA include:

- There are two identical three story apartment buildings, commonly known as 15 McGee Lane and 51 McGee Lane, currently under construction on Lot 6A to be completed by November 15, 2018
- The Town has agree to sell and the County has agreed to purchase an un-divided one-half interest in Lot 6A for \$2,100,000 payable in three equal installments, the first due at closing, the second on or before January 15, 2019, and the third on or before January 15, 2020
- The Town shall have the exclusive right to operate and control the building located at 51 McGee Lane and the County shall have the exclusive right to operate and control the building at 15 McGee Lane
- Each party agrees to utilize its building to house its own employees (and their spouse/significant other or minor children) or persons 18 years or older who earn his or her living by working in Summit County at least thirty hours per week along with their spouse/significant other or minor children, no subleases are allowed by tenants
- Each party agrees to rent their apartments at a monthly rental rate that affordable to individuals earning 80% or less of the AMI
- Each party will pay for all expenses related to maintaining and operating its building and to share equally the common expenses such as snow removal, trash removal, and landscaping
- Each party will procure and maintain insurance including worker's comp, general liability, and property and casualty for their building

- Each party shall have first right of refusal to purchase the other party's interest
- The party's agree to work cooperatively to coordinate policies, rules, and regulations regarding the buildings including but not limited to smoking, pets, occupancy restrictions, and other similar management matters

Recommendation:

Staff supports the terms as outlined in the IGA and recommends approval of the Resolution. Town and County staff have already begun the process to lease up the apartments to their employee in mid-November and we anticipate that a third party property manager will be contracted to provide property management services. Staff will be available at your meeting on October 23rd to answer questions.

1 WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement
2 (Block 11 Apartments a/k/a COTO Flats), and finds and determines that it would be in the best
3 interest of the Town to enter into such agreement.
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5 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
6 BRECKENRIDGE, COLORADO, as follows:
7

8 Section 1. The proposed “Intergovernmental Agreement (Block 11 Apartments a/k/a
9 COTO Flats)”with Summit County, Colorado, acting by and through the Board of County
10 Commissioners of Summit County, Colorado (**Exhibit “A”** hereto), is approved and the Town
11 Manager is authorized, empowered, and directed to execute such agreement for and on behalf of
12 the Town of Breckenridge.
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14 Section 2. This resolution is effective upon adoption.
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16 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2018.
17

18 TOWN OF BRECKENRIDGE
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22 By: _____
23 Eric S. Mamula, Mayor
24

25 ATTEST:
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30 _____
31 Helen Cospolich, CMC,
32 Town Clerk

33 APPROVED IN FORM
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38 _____ date
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2 INTERGOVERNMENTAL AGREEMENT
3 (Block 11 Apartments)
4

5 This Intergovernmental Agreement (“**Agreement**”) is dated _____,
6 2018 (“**Effective Date**”) and is between the TOWN OF BRECKENRIDGE, a Colorado
7 municipal corporation (the “**Town**”), and SUMMIT COUNTY, COLORADO, acting by and
8 through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
9 (the “**County**”). The Town and the County are sometimes referred to individually as a “**Party**,”
10 or together as the “**Parties**.”
11

12 For and in consideration of the mutual promises and covenants contained herein, and
13 intending to be legally bound, the Parties agree as follows:
14

15 1. Recitals.

- 16 A. The Town is a home rule municipal corporation organized and existing pursuant to
17 Article 20, Section 6 of the Colorado Constitution.
- 18 B. The County is a political subdivision of the State of Colorado organized and existing
19 under the laws of the State of Colorado.
- 20 C. The Town owns the real property described as Lot 6A, Final Plat of A Resubdivision
21 of Lots 4, 5 and 6, Denison Placer Subdivision, recorded August 8, 2018 at Reception
22 No. 1177006 of the records of the Clerk and Recorder of Summit County, Colorado,
23 which property is commonly known as 15 McGee Lane and 51 McGee Lane,
24 Breckenridge, Colorado 80424 (“**Property**”).
- 25 D. The Town is in the process of constructing on the Property two identical three story
26 apartment buildings on the Property, each of which when completed shall contain
27 6,893 square feet, and include nine one-bedroom apartments, including three ground
28 level apartments that shall be ADA accessible, heated storage closets for each
29 apartment, and a mechanical/boiler room. Each apartment building is referred to in
30 this Agreement as a “**Building**.”
- 31 E. The Town intends to retain one of the Buildings for rental purposes in accordance
32 with this Agreement.
- 33 F. The Town has agreed to sell to the County, and the County has agreed to purchase
34 from the Town, an undivided one-half interest in the Property, which shall include the
35 exclusive right to operate and control one of the Buildings as provided in this
36 Agreement. After such sale has been concluded, the Town and the County shall own
37 the entirety of the Property as tenants in common.
- 38 G. Normally, under Colorado law tenants in common have the right to possess, use, and
39 enjoy the entire property they own. However, the tenants in common can contract

1 otherwise. The purpose of this Agreement is for the Town and the County, as tenants
2 in common of the entire Property, to supersede the common law rule and agree
3 between themselves as to their respective rights to possess, use, and enjoy the
4 Property, all as provided in this Agreement.

5 H. The Parties acknowledge that pursuant to this Agreement: (i) the Town shall not
6 solely own the Town's Building (as hereafter defined); and (ii) the County shall not
7 solely own the County's Building (as hereafter defined). Each Party shall continue to
8 own an undivided one-half interest in the entire Property, and the designation of a
9 Building as the "Town's Building" or the "County's Building" is merely an
10 allocation of exclusive use and possession of space between co-owners of the
11 Property, all as more fully set forth in this Agreement.

12 2. Authority For Agreement. This Agreement is entered into by the Parties pursuant to the
13 authority granted by Article XIV, Section 18(2)(a) of the Colorado Constitution and Part
14 2 of Article 1 of Title 29, C.R.S.

15 3. Definitions.

16 A. Terms that are specifically defined in parentheses and bold quotation marks in this
17 Agreement shall have the definitions as provided.

18 B. As used in this Agreement, the following terms have the following meanings, unless
19 the context clearly requires otherwise:

"Area Median Income" means: The median annual income for the Town of Breckenridge, Colorado (or if not available for the Town Breckenridge, the Area Median Income for Summit County, Colorado) most recently available immediately prior to the renting of an apartment in a Building, or any successor or other index reasonably acceptable to both the Town and the County.

"Common Areas" means: The following areas of the Property: (i) the grounds; (ii) the parking area(s); (iii) the sidewalks;; (iv) the trash dumpster area; and (v) any other area of the Property that the Parties may agree from time to time is for the common use of the Parties and their tenants.

"County's Building" means: The Building located at 15 McGee Lane, Breckenridge, Colorado, over which the County has exclusive possession and control pursuant to this Agreement. Such Building consists of a three story apartment building

containing approximately 6,893 square feet, and includes nine one-bedroom apartments, including three ground level apartments that shall be ADA accessible, heated storage closets for each apartment, and a mechanical/boiler room.

“Town’s Building” means:

The Building located at 51 McGee Lane, Breckenridge, Colorado, over which the Town has exclusive possession and control pursuant to this Agreement. Such Building consists of a three story apartment building containing approximately 6,893 square feet, and includes nine one-bedroom apartments, including three ground level apartments that shall be ADA accessible, heated storage closets for each apartment, and a mechanical/boiler room.

“Utilities” means:

Gas, electricity, water, sewer and trash services, but not telephone or any television services.

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4. Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date, and shall continue until it is terminated by:

- A. Mutual agreement of the Parties;
- B. For default as provided in Section 18;
- C. As specifically authorized by any other provision of this Agreement; and
- D. By either Party by giving the other Party written notice of termination not less than one year prior to the effective date of termination.

5. Construction of County’s Building.

- A. The County’s Building shall be constructed by the Town in substantial conformance with the plans which have been approved by the Town. The County acknowledges that it is familiar with and approves of:
 - (i) the plans for the County’s Building that have been approved by the Town; and
 - (ii) the Building Specifications/Floorplans of the County’s Building.

1 No change to the approved plans, or the Building Specifications/Floorplans of the
2 County's Building, shall be made by the Town without the County's prior consent.

3 B. The Town shall proceed with reasonable diligence to complete construction of the
4 County's Building. The term "**Completion**" means a date subsequent to the issuance
5 of a final or temporary certificate of occupancy or inspection approval authorizing
6 occupancy by the Town, and also when the Town deems the County's Building to be
7 complete and available for purchase. Completion of the County's Building shall be
8 achieved not later than November 15, 2018 ("**Completion Date**"). A final
9 Completion Date shall be provided to the County within four (4) weeks of
10 completion. The Completion Date shall automatically be extended as a result of a
11 delay in the delivery of the County's Building, inability to obtain materials and
12 supplies, delays caused by weather and/or acts of God, or for any other reason
13 resulting from conditions beyond the control of the Town.

14 C. When the County's Building is complete and before Closing, the County's
15 representative(s) and representative(s) of the Town's general contractor shall inspect
16 the County's Building and compile a list of defective or incomplete items ("**Punch
17 List**"). The general contractor on the Town's behalf shall diligently complete or
18 correct all items on the Punch List within forty-five (45) days after Closing. Such
19 forty-five (45) day period of time shall be extended due to conditions beyond the
20 control of the Town or the Town's general contractor. The Closing shall not be
21 delayed nor shall any escrow be required to assure completion of the Punch List
22 items. The County acknowledges that on the Closing Date, some portions of the
23 exterior improvements of the Property and the County's Building may not be
24 completed, but the Town shall complete such work as soon as practical.

25 D. The County's Building shall be subject to the two (2) year warranty provided to the
26 Town by the Town's general contractor. The Town shall work cooperatively with the
27 County to provide assistance with respect to any warranty claim related to the
28 County's Building arising during the two (2) year warranty period.

29 E. TOWN MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO THE COUNTY
30 WITH RESPECT TO THE CONSTRUCTION OF THE COUNTY'S BUILDING.
31 COUNTY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ALL
32 REPRESENTATIONS AND WARRANTIES, OF ANY NATURE, EXPRESS OR
33 IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF WORKMANLIKE
34 CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY,
35 MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR OTHERWISE,
36 WITH RESPECT TO THE COUNTY'S BUILDING OR THE COMMON AREAS
37 ON THE PROPERTY, OR ANY IMPROVEMENTS, FIXTURES, EQUIPMENT,
38 APPLIANCES, OR OTHER PERSONAL PROPERTY IN THE COUNTY'S
39 BUILDING OR THE COMMON AREAS, ARE EXPRESSLY DISCLAIMED BY
40 TOWN AND WAIVED BY COUNTY, TO THE FULLEST EXTENT PERMITTED
41 BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW COUNTY: (A)
42 WAIVES ALL CLAIMS RELATING TO DAMAGE OR DEFECTS TO OR OF

1 THE COUNTY’S BUILDING OR THE COMMON AREAS, OR ANY
2 IMPROVEMENTS, FIXTURES, EQUIPMENT, APPLIANCES, OR OTHER
3 PERSONAL PROPERTY IN THE COUNTY’S BUILDING OR THE COMMON
4 AREAS, WHETHER ARISING UNDER COMMON LAW OR STATUTE,
5 WHETHER BASED ON BREACHES OF WARRANTY, TORT, OR ANY OTHER
6 THEORY AT LAW OR IN EQUITY; AND (B) WAIVES ALL DAMAGES,
7 WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR
8 OTHERWISE, OR OTHER REMEDIES OR RELIEF RELATED TO ANY SUCH
9 DAMAGES OR DEFECTS. THE COUNTY’S ACCEPTANCE AND
10 ASSUMPTION OF THIS RISK AND WAIVER OF CLAIMS, DAMAGES, AND
11 OTHER RELIEF ARE PARTIALLY IN CONSIDERATION OF THE AMOUNT
12 OF THE PURCHASE PRICE, WHICH IS LOWER THAN IT WOULD BE IF THE
13 TOWN WAS TO BE HELD RESPONSIBLE FOR ANY SUCH RISKS,
14 DAMAGES, OR DEFECTS BY VIRTUE OF ANY EXPRESS OR IMPLIED
15 REPRESENTATIONS OR WARRANTIES OR IF THE COUNTY DID NOT
16 WAIVE SUCH CLAIMS, DAMAGES, AND OTHER RELIEF.

17 F. IN NO EVENT SHALL THE TOWN BE LIABLE TO THE COUNTY FOR ANY
18 INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT
19 NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR
20 SAVINGS, OR ANY SIMILAR CLAIM ARISING FROM THE TOWN’S
21 BREACH OF THIS AGREEMENT, EVEN IF THE TOWN HAS BEEN ADVISED
22 OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES
23 NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY
24 LIMITED REMEDY.

25 6. Preconstruction Agreement For Sale and Purchase of Undivided Interest in the Property.

26
27 A. The Town hereby agrees to sell to the County, and the County agrees to purchase
28 from the Town, and undivided one-half interest in the Property.

29 B. The Purchase Price to be paid by the County to the Town for the Property is two
30 Million One Hundred Thousand Dollars (\$2,100,000.00) (“**Purchase Price**”),
31 payable without interest as follows:

32 i. seven hundred thousand dollars (\$700,000.00) shall be paid to the Town at
33 the time of Closing;

34 ii. seven hundred thousand dollars (\$700,000.00) shall be paid to the Town on
35 or before January 15, 2019; and

36 iii. seven hundred thousand dollars (\$700,000.00) shall be paid to the Town on
37 or before January 15, 2020.

1 The County's obligations under this Section shall survive the Closing and delivery of
2 the deed for the one-half interest in the Property that the County is purchasing from
3 the Town.
4

5 C. Should the County, for any reason, fail or refuse to pay the entire Purchase Price to
6 the Town as and when due, the County shall, upon the request of the Town,
7 immediately reconvey to the Town by special warranty deed the County's undivided
8 one-half interest in the Property, whereupon this Agreement shall become null and
9 void, and each Party shall be released from any further obligations under this
10 Agreement, except for the indemnity obligations provided in Section 13 which shall
11 survive such termination and be fully enforceable thereafter, subject to any applicable
12 statute of limitation or statute of repose. At the time of the delivery of the County's
13 deed to the Town, the County shall also assign to the Town all then-current leases for
14 the apartments in the County's Building, and the County shall transfer to the Town all
15 tenant security deposits then held by the County.

16 D. At any time prior to Closing the County, its agents, employees, contractors and
17 engineers, shall have the right from time to time to enter upon the Property at their
18 risk for the purpose of inspecting the same and conducting surveys, engineering
19 studies, soil tests, investigations, feasibility studies and the like. The County shall not
20 engage in any destructive testing of the Property. The County agrees to indemnify and
21 save the Town harmless from all claims arising by reason of such entries.

22 E. Closing shall be held on or after the Completion Date. The date, time, and place of
23 Closing shall be designated by mutual agreement of the Parties. Closing shall be held
24 at the Breckenridge Town Hall, 150 Ski Hill Road, Breckenridge, Colorado unless
25 otherwise mutually agreed.

26 F. At Closing the County shall pay the first installment of the Purchase Price as provided
27 in Section 6Bi, and the Town shall execute and deliver to the County a special
28 warranty deed for an undivided one-half interest in the Property. The title to the
29 undivided one-half interest in the Property so conveyed shall be a good and
30 merchantable fee simple absolute title, both of record and in fact, free of all liens and
31 encumbrances, except those title exceptions accepted by the County pursuant to
32 Section 6G.

33 G. Not less than 15 days prior to Closing the Town shall furnish to the County, at the
34 Town's cost, a copy of an ownership and encumbrance report ("O&E") prepared by
35 Land Title Guarantee Company – Breckenridge Office showing title to the Property
36 vested in the Town. The O&E shall have an issuance date that is within 30 days of
37 Closing. The County shall give written notice to the Town within five days after
38 receipt of the O&E of any lien or encumbrance disclosed in the O&E that is not
39 acceptable to the County. If the Town and the County are able to agree as to the liens
40 and encumbrances on the Property that are acceptable to the Town, the title conveyed
41 by the Town to the County shall be subject to such liens and encumbrances. If the
42 Town and the County are unable to agree as to the liens and encumbrances on the

1 Property that are acceptable to the Town, the Town shall have the right to terminate
2 this Agreement by giving notice of termination to the Town. If this Agreement is
3 terminated by the Town, each Party shall then be released from any further
4 obligations under this Agreement.

5 H. The Property shall be held at the risk of the Town until legal title has passed and
6 possession of the undivided one-half interest in the Property has been given to the
7 County.

8 I. The sale of the undivided one-half interest in the Property to the County pursuant to
9 this Agreement shall be exempt from the Town Breckenridge Real Estate Transfer
10 Tax.

11 J. The Property has been tax exempt while owned by the Town. No proration of the real
12 estate taxes shall be required at Closing.

13 K. Each Party shall defend, indemnify, and save the other Party harmless from any
14 commission or fee due to any broker, agent, or finder with whom such Party has a
15 contract that provides for the payment of a commission on account of this Agreement.
16

17 L. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL
18 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED
19 FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH
20 DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED
21 AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS
22 TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES
23 ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO
24 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN
25 MILL LEVIES. THE COUNTY SHOULD INVESTIGATE THE DEBT
26 FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL
27 OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL
28 LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE
29 POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.
30

31 7. Allocation of Exclusive Possession and Control of Buildings.
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33 A. By virtue of its ownership of an undivided one-half interest in the Property, the Town
34 shall have exclusive possession and control of the Town's Building; provided,
35 however, the Town's use and occupancy of such property shall be subject to the terms
36 and conditions of this Agreement.

37 B. By virtue of its ownership of an undivided one-half interest in the Property, the
38 County shall have exclusive possession and control of the County's Building;
39 provided, however, the County's use and occupancy of such property shall be subject
40 to the terms and conditions of this Agreement.

1 8. Agreements Concerning Rental of Buildings. Each Party shall have full control and
2 responsibility for all issues related to management, tenants, rental rates, occupancy, use,
3 and operation of such Party's Building, subject to the following terms and conditions:

4 A. Each Party agrees to utilize its Building to house only:

5 i. its own employees, together with such person's spouse/significant other and
6 minor children, if any; or

7 ii. a person eighteen (18) years of age or older who, during the entire period of
8 his or her occupancy of the apartment in the Building, earns his or her living
9 by working in Summit County, Colorado at least thirty (30) hours per week,
10 together with such person's spouse/significant other and minor children, if
11 any.

12 iii. Tenant subleases are not allowed.

13
14 B. Each Party agrees to rent the apartments in its Building for monthly rental amounts
15 (including utilities) equal to or less than such amounts as are affordable to individuals
16 earning 80% or less of the AMI, and the maximum permissible rental amounts
17 (including Utilities) shall be determined in accordance with the formula or
18 methodology used from time to time by the Summit Combined Housing Authority, or
19 such other formula or methodology that is mutually acceptable to the Parties. It shall
20 not be a violation of this Agreement if any apartment in either Building is occupied or
21 used by person otherwise authorized to occupy the apartment who becomes disabled
22 after commencing lawful occupancy of the apartment such that he or she cannot work
23 the required number of hours each week required by this Section; provided, that such
24 person is permitted to occupy the apartment only for a maximum period of one (1)
25 year following the commencement of such person's disability unless a longer period
26 of occupancy is authorized by the Party having exclusive possession and control of
27 such apartment.

28 9. Maintenance of Buildings and Common Areas.

29 A. Each Party shall pay, at its sole cost, all expenses of maintaining and operating its
30 Building, including, without limitation, the obligation to pay for all utilities provided
31 so such Building. Each Building has its own individual water and sewer meters.

32 B. The Parties shall equally pay when due all common expenses related to the
33 maintenance of the Common Areas of the Property, including, but not limited to,
34 snow removal, trash removal, and landscaping. This obligation also includes the
35 expenses related to the maintenance of McGee Lane, which is a private (non-public)
36 street serving both the Property and the Blue 52 Townhomes.

- 1 C. The Parties shall cooperate in scheduling and performing any required maintenance
2 of the Buildings and Common Areas.
- 3 10. Building Income. All income received by a Party from the operation of such Party's
4 Building shall be the sole and separate property of that Party, and the other Party shall
5 have no right or interest in and to such income.
- 6 11. Covenants of Mutual Cooperation and Non-Interference.
- 7 A. The Parties acknowledge and accept the relationship of trust and confidence
8 established between them by this Agreement.
- 9 B. Each Party shall designate at least one member of its staff who shall be charged with
10 working cooperatively with the other Party's designated representative with respect to
11 the management and operation of the Property and the Buildings.
- 12 C. Throughout the Term of this Agreement representatives of the Parties shall meet and
13 confer at least once each calendar year (and more frequently if required) to informally
14 discuss matters of mutual concern or interest with respect to the operation of the two
15 Buildings. Both Parties shall act promptly and in good faith to attempt to resolve such
16 matters of mutual concern.
- 17 D. The Parties agree to work cooperatively to coordinate their policies, rules, and
18 regulations regarding the Buildings, including, but not limited to, such things as
19 smoking, pets, occupancy restrictions, and other similar management matters.
- 20 E. Neither Party shall interfere with the other Party's rights with respect to the Building
21 to which the other Party has been allocated the exclusive right to use and occupy. For
22 clarification, the Town shall not interfere with the County's right to use and occupy
23 the County Building; and the County shall not interfere with the Town's right to use
24 and occupy the Town's Building. Neither Party shall directly interfere with the other
25 Party's tenants.
- 26 12. Waiver of Right to Partition. Neither the Town nor the County shall have any right to
27 partition the Property, and both the Town and the County hereby irrevocably waive any
28 and all rights that they might have to maintain any action for partition of the Property.
- 29 13. Mutual Indemnification.
- 30 A. Indemnification By Town. The Town shall indemnify and defend the County, its
31 officers, employees, insurers, and self-insurance pool, against all liability, claims, and
32 demands, on account of injury, loss, or damage, including, without limitation, claims
33 arising from bodily injury, personal injury, sickness, disease, death, property loss or
34 damage, or any other loss of any kind whatsoever, arising out of or in any manner
35 connected with this Agreement, to the extent that such injury, loss, or damage is
36 caused by or arises from:

1 i. the negligence or intentional wrongful act of the Town, or any officer,
2 employee, representative, or agent of the Town;

3 ii. the operation, use, or maintenance of the Town’s Building; or

4 iii. the Town’s breach of this Agreement,

5 except to the extent such liability, claim, or demand arises through the negligence
6 or intentional wrongful act of the County, its officers, employees, or agents, or the
7 County’s breach of this Agreement. To the extent indemnification is required
8 under this Agreement, the Town agrees to investigate, handle, respond to, and to
9 provide defense for and defend against, any such liability, claims, or demands at
10 its expense, and to bear all other costs and expenses related thereto, including
11 court costs and attorneys’ fees.

12
13 B. Indemnification By County. The County shall indemnify and defend the Town, its
14 officers, employees, insurers, and self-insurance pool, against all liability, claims, and
15 demands, on account of injury, loss, or damage, including, without limitation, claims
16 arising from bodily injury, personal injury, sickness, disease, death, property loss or
17 damage, or any other loss of any kind whatsoever, arising out of or in any manner
18 connected with this Agreement, to the extent that such injury, loss, or damage is
19 caused by or arises from:

20 i. the negligence or intentional wrongful act of the County, or any officer,
21 employee, representative or agent of the County;

22 ii. the operation, use, or maintenance of the County’s Building; or

23 iii. the County’s breach of this Agreement,

24 except to the extent such liability, claim, or demand arises through the negligence
25 or intentional wrongful act of the Town, its officers, employees, or agents, or the
26 Town’s breach of this Agreement. To the extent indemnification is required under
27 this Agreement, the County agrees to investigate, handle, respond to, and to
28 provide defense for and defend against, any such liability, claims, or demands at
29 its expense, and to bear all other costs and expenses related thereto, including
30 court costs and attorneys’ fees.

31
32 C. Indemnity Subject To Act. The obligation of a Party to indemnify and defend the
33 other Party pursuant to this Section is expressly subject to any applicable limitation or
34 provision of the Colorado Governmental Immunity Act, Part 1 of Article 10 of Title
35 24, C.R.S., as amended throughout the Term of this Agreement (“Act”).

36 D. Indemnity For Worker’s Compensation Claims.

- 1 i. The Town shall indemnify and defend the County with respect to any claim,
2 damage, or loss arising out of any worker’s compensation claim of any
3 employee of the Town.
- 4 ii. The County shall indemnify and defend the Town with respect to any claim,
5 damage, or loss arising out of any worker’s compensation claim of any
6 employee of the County.
- 7 E. Survival. The obligation of a Party to indemnify and defend the other Party pursuant
8 to this Section shall survive the termination of this Agreement, and shall continue to
9 be enforceable thereafter until such obligations are fully performed, subject to any
10 applicable statute of limitation or statute of repose.

11 14. Insurance.

- 12 A. Required Insurance. Throughout the Term of this Agreement each Party shall procure
13 and maintain the following minimum insurance coverages:
- 14 i. workers’ compensation insurance to cover obligations imposed by
15 applicable laws for any employee of that Party.
- 16 ii. general liability insurance with limits of liability not less than the limits of
17 liability established from time to time by the Act. The policy must include
18 coverage for bodily injury, broad form property damage (including complete
19 operations), personal injury (including coverage for contractual and
20 employee’s acts), blanket contractual, products, and completed operations.
- 21 iii. property and casualty insurance for the Building over which such Party has
22 exclusive possession and control pursuant to this Agreement for not less
23 than the full replacement costs of such Building.
- 24 iv. The Town shall be responsible for providing property, casualty, and general
25 liability insurance covering the Common Areas.

26 Such coverages shall be procured and maintained with forms and insurers
27 reasonably acceptable to the other Party. All coverage shall be continuously
28 maintained throughout the Term of this Agreement. In the case of any claims-
29 made policy, the necessary retroactive dates and extended reporting periods shall
30 be procured to maintain such continuous coverage.

31 B. Deductibles. Each Party shall be solely responsible for any deductible amounts
32 required to be paid under its required insurance policies described in in this Section.
33

34 C. Insurance Certificates. Each Party shall provide the other Party with a certificate of
35 insurance evidencing that policies providing the required coverages, conditions, and
36 minimum limits are in full force and effect. Such certificates shall be provided within

1 30 days of the Effective Date of this Agreement, and on each renewal or replacement
2 of the required insurance policies throughout the Term of this Agreement. The
3 completed insurance insurances shall be sent to the Parties at the addresses provided
4 in Section 19.

5 15. Annual Appropriation.

- 6
7 A. Financial obligations of the Town under this Agreement payable after the current
8 fiscal year in which this Agreement is executed are contingent upon funds for that
9 purpose being appropriated, budgeted, and otherwise made available by the Town
10 Council of the Town of Breckenridge, Colorado.
- 11 B. Financial obligations of the County under this Agreement payable after the current
12 fiscal year in which this Agreement is executed are contingent upon funds for that
13 purpose being appropriated, budgeted, and otherwise made available by the Board of
14 County Commissioners of Summit County, Colorado.
- 15 C. Except as provided in Section 6C with respect to the County’s failure to pay the full
16 Purchase Price, if the governing body of the either Party (the “**Non-Appropriating**
17 **Party**”) fails to appropriate and budget sufficient funds to pay the financial
18 obligations of the Non-Appropriating Party under this Agreement, the other Party
19 shall have the right to purchase the Non-Appropriating Party’s interest in the Property
20 pursuant to the provisions of Section 17 of this Agreement.
- 21 D. Neither the Town’s nor the County’s obligations under this Agreement shall
22 constitute a general obligation indebtedness or multiple year direct or indirect debt or
23 other financial obligation whatsoever within the meaning of the Constitution or laws
24 of the State of Colorado.

25 16. Mutual Right of First Refusal.

- 26 A. Each Party agrees that it shall not sell its undivided one-half interest in the Property,
27 or any part thereof, without first offering the same to the other Party for purchase.
28 This Agreement creates in both Parties a right of first refusal to purchase the other
29 Party’s undivided one-half interest in the Property according to the terms and
30 conditions of this Section 16.
- 31 B. The right of first refusal granted in Section 16A shall be honored and exercised by the
32 Parties in the following manner:
- 33 i. If, at any time, one Party receives a bona fide third-party offer to purchase
34 or otherwise acquire title to the Party’s undivided one-half interest in the
35 Property, or any part thereof, any contract which may be entered into
36 between such Party and such bona fide purchaser shall specifically provide
37 that the transaction shall be subject to the right of first refusal set forth in
38 this Section 16.

- 1 ii. If either Party enters into such contract with a bona fide third-party
2 purchaser to purchase or otherwise acquire title to the Party’s undivided
3 one-half interest in the Property, or any part thereof, (the “**Selling Party**”)
4 the other Party (the “**Purchasing Party**”) shall have the prior right to
5 purchase and acquire title to the Selling Party’s undivided one-half interest
6 in the Property, or any part thereof, the Property, upon the same terms and
7 conditions as therein provided or, at the Purchasing Party’s option, for cash.
- 8 iii. A Selling Party that has entered into such contract with a bona fide third-
9 party purchaser to purchase or otherwise acquire title to the Selling Party’s
10 undivided one-half interest in the Property, or any part thereof, shall submit
11 to the Purchasing Party a duplicate original of an executed contract with the
12 bona fide purchaser. If, after the receipt of such documents, the Purchasing
13 Party shall fail to exercise its right of first refusal by signing and returning to
14 the Selling Party, within 30 calendar days of receipt, a signed copy of said
15 contract, together with the earnest money payment therein provided, the
16 Selling Party shall have the right to conclude the proposed sale and
17 conveyance on the same terms and conditions, and no other, as in the
18 contract with the bona fide third-party purchaser.
- 19 iv. A Purchasing Party’s failure to exercise its right of first refusal, or a
20 Purchasing Party’s written disclaimer of such right, shall be deemed a
21 waiver and cancellation of such right of first refusal if the proposed sale and
22 conveyance to the same bona fide third-party purchaser is consummated. If
23 the proposed sale and conveyance to the same bona fide third-party
24 purchaser is not consummated, the right of first refusal herein set forth shall
25 not be deemed waived or cancelled but shall remain in full force and effect.
- 26 v. If any offer made by the Selling Party according to the terms and conditions
27 herein stated is rejected or is allowed to expire without acceptance by
28 Purchasing Party, Purchasing Party agrees, within 10 days after receipt of a
29 written request from Selling Party, to give to Selling Party, or to any third
30 person Selling Party shall designate, a written statement properly signed and
31 acknowledged in recordable form that:
- 32 (1) an offer has been made by Selling Party in accordance with the
33 terms and conditions of this Agreement, together with disclosure of
34 the offering price and the terms and conditions of a proposed sale;
- 35 (2) said offer has been rejected by Purchasing Party or has been
36 allowed to expire; and
- 37 (3) Selling Party or any designated third person may rely upon
38 such statement by Purchasing Party as evidence of the submission
39 and rejection or expiration of a valid offer made to Purchases Party
40 pursuant to and in accordance with this Agreement.

1 vi. This right of first refusal shall apply to all transactions involving a
2 conveyance of title to a Party's undivided one-half interest in the Property,
3 or any part thereof the Property, including, but not limited to a purchase, an
4 exchange, or any other transfer of an interest in the Property for
5 consideration.

6 17. Disposition of Project and Property Upon Termination. Except as provided in Section 6C
7 with respect to the County's failure to pay the full Purchase Price, upon the lawful
8 termination of this Agreement as provided herein, the Parties shall promptly and in good
9 faith attempt to agree upon a fair and equitable disposition of the Property. For this
10 purpose, authorized representatives of the Parties shall meet not later than fifteen (15)
11 business days after the effective date of termination at a mutually acceptable time and
12 place, and thereafter as often as they reasonably deem necessary, to exchange relevant
13 information and to attempt to resolve all issues related to the disposition of the Property
14 and all remaining Project assets, income, and liabilities. If the matter has not been
15 resolved within sixty (60) business days of the effective date of termination of this
16 Agreement, the Property shall be offered for sale for cash at their then fair market value.
17 The "**Fair Market Value**" of the Property shall be determined by an appraiser
18 mutually acceptable to the Parties. The appraiser shall be a licensed Colorado real estate
19 broker with no less than ten (10) years' experience in appraising real property in Summit
20 County, Colorado. If the Parties are unable to agree upon an mutually acceptable
21 appraiser, the appraiser shall be selected by the Chief Judge of the Fifth Judicial District.
22 The appraiser's determination shall be binding on the Parties. The cost of the appraisal
23 shall be paid equally by the Parties. Either Party may be the purchaser of the other Party's
24 right, title, and interest in the Property and the Parties' jointly owned assets exclusively
25 used or associated with the Project. The net sale proceeds of the Property shall be divided
26 equally between the Parties.

27 18. Default; Resolution Of Disputes.

28 A. Default. A default shall exist under this Agreement if any Party violates any
29 covenant, condition or obligation required to be performed hereunder ("**Defaulting**
30 **Party**"). If any Party fails to cure such default within 20 business days after the other
31 Party ("**Non-Defaulting Party**") gives written notice of the default to the Defaulting
32 Party then, at the Non-Defaulting Party's option, the Non-Defaulting Party may
33 terminate this Agreement. In the event of a default not capable of being cured within
34 20 business days, a Defaulting Party shall not be in default hereunder if it commences
35 curing the default within 20 business days after receipt of written notice of default
36 from the Non-Defaulting Party, and thereafter cures such default with due diligence
37 and in good faith. Notwithstanding any Party's right to terminate this Agreement for
38 an uncured default, this Agreement is subject to the rights of any Party to invoke the
39 remaining provisions of this Section.

40 B. Negotiation. Either Party may give the other Party written notice of any dispute
41 arising out of or related to this Agreement that is not resolved in the normal course of
42 business. The Parties shall attempt in good faith to resolve any such dispute promptly

1 by negotiations between the Parties' Authorized Representatives. Within 15 business
2 days after receipt of said notice, Authorized Representatives shall meet at a mutually
3 acceptable time and place, and thereafter as often as they reasonably deem necessary,
4 to exchange relevant information and to attempt to resolve the dispute. If the matter
5 has not been resolved within 60 business days of the notice of dispute, or if the
6 Parties fail to initially meet within 15 business days, either Party to the dispute may
7 initiate mediation of the controversy as provided below.

8 C. Mediation. If the dispute has not been resolved by negotiation as provided above, the
9 Parties shall endeavor to settle the dispute by mediation with a neutral third Party. If
10 the Parties encounter difficulty in agreeing on a neutral third Party, they may each
11 appoint a neutral third Party, such third Parties to appoint a neutral third Party to
12 mediate.

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

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

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

31 G. Extension Of Deadlines. All deadlines specified in this Section may be extended by
32 mutual agreement.

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

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

1 If intended for the Town to:

2
3 Town of Breckenridge
4 P.O. Box 168
5 150 Ski Hill Road
6 Breckenridge, Colorado 80424
7 Attn: Rick G. Holman, Town Manager
8 Telecopier number: (970)547-3104
9 Telephone number: (970)453-2251

10
11 with a copy in each case (which shall not constitute notice) to:

12
13 Timothy H. Berry, Esq.
14 Town Attorney
15 Timothy H. Berry, P.C.
16 131 West 5th Street
17 P. O. Box 2
18 Leadville, Colorado 80461
19 Telephone number: (719)486-1889
20 Telecopier number: (719)486-3039

21
22 If intended for the County, to:

23
24 Board of County Commissioners
25 P.O. Box 68
26 Breckenridge, Colorado 80424
27 Attn: Scott Vargo, County Manager
28 Telephone number: (970)453-3401
29 Telecopier number: (970)453-3535

30
31 with a copy in each case (which shall not constitute notice) to:

32
33 Jeff Huntley, Esq.
34 Summit County Attorney
35 P.O. Box 68
36 Breckenridge, Colorado 80424
37 Telephone number: (970)453-3407
38 Telecopier number: (970)454-3535

39
40 Any notice delivered by mail in accordance with this Section shall be deemed to have
41 been duly given and received on the third business day after the same is deposited in any
42 post office or postal box regularly maintained by the United States postal service. Any
43 notice delivered by telecopier in accordance with this Section shall be deemed to have
44 been duly given and received upon receipt if concurrently with sending by telecopier
45 receipt is confirmed orally by telephone and a copy of said notice is sent by certified

1 mail, return receipt requested, on the same day to that intended recipient. Any notice
2 delivered by hand or commercial carrier shall be deemed to have been duly given and
3 received upon actual receipt. Either Party, by notice given as above, may change the
4 address to which future notices may be sent. E-mail is not a valid method for the giving
5 of notice under this Agreement.
6

7 20. Governmental Immunity. In entering into this Agreement the Parties are each relying on,
8 and do not waive or intend to waive by any provision of this Agreement, the monetary
9 limitations of the Act, or any other limitation, right, immunity, defense or protection
10 otherwise available to the Town and the County, and their respective officers,
11 representatives, agents and employees.

12 21. Time of the Essence. Time is of the essence in the performance of any and all provisions
13 of this Agreement.

14 22. Time Periods. If any time period referred to in this Agreement shall end on a Saturday,
15 Sunday or legal holiday, such time period shall automatically be extended to the first
16 regular business day thereafter.

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

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

24 25. Independent Contractor. In connection with this Agreement each of the Parties acts as an
25 independent contractor (and not an agent or employee of the other Party), without the
26 right or authority to impose tort or contractual liability upon the other Party.

27 26. Applicable Law. This Agreement shall be interpreted in all respects in accordance with
28 the laws of the State of Colorado.

29 27. Entire Agreement. This Agreement constitutes the entire agreement and understanding
30 between the Parties as to the subject matter of this Agreement, and supersedes any prior
31 agreement or understanding relating thereto.

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

35 29. Severability. If any of the provisions of this Agreement are declared by a final, non-
36 appealable judgment court of competent jurisdiction to be invalid, illegal, or
37 unenforceable in any respect, the Parties shall negotiate in good faith to modify this

1 Agreement to fulfill as closely as possible the original intents and purposes of this
2 Agreement.

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

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

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

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

19 34. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties
20 and their respective successors.

21 35. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-
22 203(1), C.R.S., this Agreement shall not become effective unless and until it has been
23 approved by the governing bodies of both the Town and the County, or by such persons
24 as have the power to approve this Agreement on behalf of the Town and the County.

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[SIGNATURE PAGE FOLLOW]

TOWN OF BRECKENRIDGE

By: _____
Rick G. Holman, Town Manager

ATTEST:

Helen Cospolich, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:

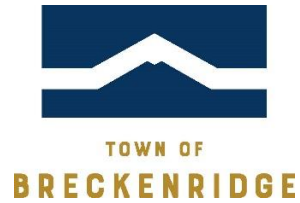
Dan Gibbs, Chair

ATTEST:

Kathleen Neel, Clerk and Recorder, and
ex-officio clerk to the Board of County Commissioners

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800-121/IGA_2 (10-09-18)



Memo

To: Mayor and Town Council
From: Rick Holman, Town Manager
Date: 10/17/2018
Subject: Resolution to approve IGA for DERA (Designated Emergency Response Authority)

Staff is recommending the Town Council approve a resolution that will allow the Town Manager to enter into an IGA with the other Towns, the County, and the Summit County Fire Authority (SFA) for aid in hazardous materials incidents. This is a renewal of an original IGA that we entered into in 2012 and will be expiring at the end of 2018.

Under this agreement the Summit Fire Authority (SFA) has established the Summit County Hazardous Materials Team (SCHMT) which will perform certain functions for the Town related to the handling and control of hazardous substance. The IGA describes the roles and responsibilities of the agencies if a hazardous substance incident occurs and names the SFA as the DERA (Designated Emergency Response Authority) for each Town and the County.

This IGA states that should there be a hazardous substance incident in the Town limits, the SFA authority will dispatch a response team to contain and control the scene. The DERA shall maintain all responsibility to ensure that proper clean up activities have been engaged and will work to recover the costs for that response from the responsible party. The Town is only responsible for any costs not recovered from that incident. It is my understanding that most attempts at cost recovery are successful.

The Town's annual cost to maintain the SCHMT for 2019 is \$10,394.62 with an annual increase not to exceed 5%. This cost is in accordance with what we have been paying in past years and is included in our approved 2019 budget.

The effective date of this IGA is January 1, 2019, and automatically renews for up to four additional one-year terms unless terminated by a party.

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT FOR AID IN
HAZARDOUS SUBSTANCE INCIDENTS**

This Intergovernmental Agreement for Aid in Hazardous Substance Incidents (referred to hereafter as the "IGA") is made and entered on this 1st day of January, 2019 by and between the:

BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO
(County),

OFFICE OF THE SHERIFF, SUMMIT COUNTY, COLORADO (Sheriff)

SUMMIT FIRE AUTHORITY (SFA),

TOWN OF BLUE RIVER, COLORADO (Blue River),

TOWN OF BRECKENRIDGE, COLORADO (Breckenridge),

TOWN OF DILLON, COLORADO (Dillon),

TOWN OF FRISCO, COLORADO (Frisco), and

TOWN OF SILVERTHORNE, COLORADO (Silverthorne).

For the purposes of this Agreement, Blue River, Breckenridge, Dillon, Frisco and Silverthorne shall be referred to together as the "Towns," the Towns and the County shall be referred to together as the "Contributing Parties," and the Contributing Parties, Sheriff and SFA shall be referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties are authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3)(b) the Board of County Commissioners of Summit County may designate Summit Fire Authority as the designated emergency response authority (DERA) for hazardous substance incidents occurring within the unincorporated areas of Summit County, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-102(3) (a), the Towns may designate the Summit Fire Authority as the DERA for hazardous substance incidents occurring within their respective incorporated jurisdictions; and

WHEREAS, SFA has established the Summit County Hazardous Materials Team (SCHMT) to perform certain functions relating to the handling and control of hazardous substances; and

WHEREAS, pursuant to C.R.S. § 29-22-102 (1), a DERA may provide and maintain the capability for hazardous substance incident response directly or through mutual aid or other agreements; and

WHEREAS, the Parties have previously on January 1, 2012 entered into an Agreement for Aid in Hazardous Substance Incidents, which agreement has expired by its own terms; and

WHEREAS, the desire to enter into this IGA for the purposes of stating their mutual and respective rights and obligations regarding the designation of DERA to SFA and SCHMT's provision of hazardous substance incident related functions; and

WHEREAS, the interests of the public are best served by the Parties entering into such an agreement for the purpose of providing hazardous substance incident related functions in their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual benefits that will inure to the public and the Parties, and the mutual covenants, agreements and promises set forth hereinafter, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this IGA is to state the Parties' mutual and respective rights and obligations regarding the provision of hazardous substance incident response and administrative functions in Summit County, Colorado in accordance with all applicable laws, regulations and standards.

II. SUMMARY

- A. This section is intended to provide a brief general overview of the IGA; provided, however that the specific provisions of this IGA shall control in all circumstances.
- B. SFA shall be the DERA for the Contributing Parties. SFA through its SCHMT, shall provide certain hazardous substance response services for the DERA. The Contributing Parties shall each pay SFA an annual fee for providing hazardous substance response services in their respective jurisdictions. Costs related to hazardous substance incidents that are not recovered from the person or entity responsible for such incident shall be the responsibility of the Party in whose jurisdiction the incident occurred.

III. DEFINITIONS

Unless otherwise specifically defined herein, all defined terms contained in this IGA shall have the meaning set forth for them in Section 29-22-101, et seq., C.R.S.; Section 1507-10 of the Code of Colorado Regulations, 8 CCR 1507-10; Section 1507 — 22 of the Code of Colorado Regulations, 8 CCR 1507-22 as amended. Other special terms not defined in this paragraph shall be the same as those established by applicable State and Federal statutes and rules and regulations regarding hazardous substances.

- A. "Hazardous Substance Scene" means the specific and limited area immediately contiguous with or adjacent to vehicles, facilities, or containers containing any hazardous substance where the potential exists that such hazardous substance may be spilled, discharged, or released, or the area immediately surrounding any spilled, discharged, or released hazardous substance and any additional area needed as determined by the person(s) operating as the Incident Commander. The scene shall also include those areas and facilities contaminated as a direct result of the incident although such areas and facilities may not be contiguous or adjacent to the initial spill location.
- B. "Emergency Response to a Hazardous Substance Incident" means taking the initial emergency actions necessary to minimize the effects of a hazardous substance incident.
- C. "Summit County Hazardous Materials Team" ("SCHMT") means a specially equipped and trained team of personnel organized by the SFA to provide the capable response to incidents involving a hazardous substance. All team members must meet the minimum standards of 29 C.F.R. 1910.120(q)(6)(ii) "First Responder Operations Level" or 29 C.F.R. 1910.120(q)(6)(iii).
- D. "Hazardous Materials Technician". Any Party participating in this IGA may provide membership to the SCHMT.
- E. "Incident Command System" ("ICS") means the system adopted by the various fire protection agencies operating within the boundaries of Summit County.
- F. "Incident Commander" means the person serving to control and coordinate all response actions associated with the incident. Hazardous Substance Incident Commanders must meet the requirements of 29 C.F.R. 1910.120(q)(6)(v) "On Scene Incident Commander"
- G. "Jurisdiction" for the County means the unincorporated areas of Summit County, except for any federal, state or county highway located outside of municipal limits, and; for each Town the term "Jurisdiction" means their respective incorporated areas.
- H. "SCHMT Operations" means the portion of the response serving to perform the actual tasks in stabilizing and/or controlling a hazardous substance incident.
- I. "SCHMT Operations Chief and/or Hazardous Materials Branch Manager" mean the person reporting to the Incident Commander to supervise the SCHMT operations.

IV. EFFECTIVE DATE AND TERM

The intent of this contract is a five (5) year agreement that contains an annual review by December 31st of every year, with the option to withdraw at that time. If a Party fails to terminate their participation for the following year, in accordance with Section IX of this agreement, the agreement will automatically renew for the following year.

The effective date of this IGA is January 1, 2019 and shall expire in total on December 31, 2023. Upon acceptance of this agreement on January 1, 2019, the terms shall automatically renew for, up to, four (4) additional one-year terms extending to December 31, 2023 unless it is terminated by a Party in accordance with Section IX., Termination, below.

V. RIGHTS AND DUTIES OF THE PARTIES

A. County's Rights and Duties.

- 1) The County hereby states and affirms that its governing body has officially designated SFA as the DERA for unincorporated Summit County, Colorado.
- 2) The County agrees to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
- 3) The County acknowledges and agrees that it is responsible for costs related to hazardous substance incidents occurring within its jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the County is the generator and responsible party for the hazardous substance incident in section F.4a.
- 4) The County, through its Summit County 911 Center (SC911), shall dispatch the SCHMT to respond to hazardous substance incidents occurring within the jurisdictions of the Contributing Parties. Requests for aid through SC911 shall, to the extent such information has been made available to the dispatcher, include information regarding:
 - a. Incident location;
 - b. Type and quantity of the hazardous substance involved;
 - c. Any facilities, areas, and/or properties that may be impacted by the hazardous substance;
 - d. Geography and weather conditions at the location of the incident.

B. Towns' Rights and Duties.

- 1) The Towns each hereby state and affirm that their respective governing bodies have officially designated the SFA as the DERA for their respective jurisdictions.

- 2) The Towns each agree to pay SFA for its performance of services hereunder in accordance with the terms and conditions of Section V.E., Financial Obligations of Contributing Parties.
- 3) The Towns each acknowledge and agree that they are responsible for costs related to hazardous substance incidents occurring within its respective jurisdiction that are not recovered from the person or entity responsible for such incident. See a special provision for any situation where the Town is the generator and responsible party for the hazardous substance incident in section F.4a.

C. SFA's Rights and Duties as DERA.

- 1) SFA hereby affirms that it accepts its appointment as DERA by and for the County and Towns.
- 2) SFA shall be responsible for the provision of all DERA related functions for the Contributing Parties, The SFA, as DERA, shall provide the DERA related functions required of it hereunder in accordance with all applicable federal, state and local laws, regulations and professional standards, which functions include administration of hazardous substance incident related clean-up activities and making reasonable efforts to collect hazardous substance incident related clean-up costs from the person or entity responsible for such incident.
- 3) The DERA shall maintain all responsibility to ensure that proper cleanup activities have been engaged.

D. SFA's Rights and Duties as SCHMT Operator.

- 1) The SFA, through its SCHMT, hereby agrees to provide the following SCHMT Services for the DERA:
 - a. SFA shall provide timely emergency response services for hazardous substance incidents occurring within the jurisdictions of the Contributing Parties,
 - b. In the event of hazardous substance incidents that are beyond the capabilities of SFA, SFA shall be responsible for timely requesting and coordinating incident response by agencies or entities that are capable of providing the necessary hazardous substance incident response services. SFA's responsibility hereunder includes the responsibility of SFA to have in place all necessary agreements or information for identifying, contacting and coordinating timely response by backup hazardous substance response agencies or entities.
 - c. SFA shall provide the services required of it hereunder in accordance with all applicable federal, state and local laws, regulations and professional standards.

- d. Except as specifically provided for herein, SCHMT shall have no DERA related responsibilities for the County or Towns. The SCHMT shall not be utilized to clean up the incident scene after their control and stabilization actions have been accomplished.
- e. SFA will submit invoices to each of the Contributing Parties for their respective annual financial obligations hereunder.
- f. SFA certifies that, at the time of entering into this IGA, it, on behalf of the SCHMT, has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the services covered by this IGA. SFA warrants that it will maintain all necessary licenses, certificates, approvals, insurance, permits, etc. required to properly perform this IGA. Additionally, all employees of SFA performing services under this IGA shall hold the required licenses or certification, if any, to perform their responsibilities hereunder. Any revocation, withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for SFA to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Parties for default. SFA shall notify the Contributing Parties immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.
- g. SFA shall, concurrent with entering this IGA, provide the Contributing Parties with a 5 Year Capital Expenditures Plan for the SCHMT, which plan shall detail anticipated capital purchases and/or anticipated replacement of capital equipment. Provision of the 5 Year Capital Expenditures Plan by SFA, and/or annual updates thereto, shall not obligate the Contributing Parties for such anticipated capital costs.

E. Financial Obligations of Contributing Parties

1) 2019 Agreed upon contribution amounts:

- a. The County shall pay SFA \$20,789.92 for its provision of SCHMT Services hereunder.
- b. Town of Blue River shall pay SFA \$1,885.68 for its provision of SCI-IMT Services hereunder.
- c. Town of Breckenridge shall pay SFA \$10,394.62 for its provision of SCHMT Services hereunder.
- d. Town of Dillon shall pay SFA \$10,394.62 for its provision of SCHMT Services hereunder.
- e. \$20,789.92

- f. Town of Frisco shall pay SFA \$10,394.62 for its provision of SCHMT Services hereunder.
 - g. Town of Silverthorne shall pay SFA \$10,394.62 for its provision of SCHMT Services hereunder.
 - h. The total financial obligation of the Contributing Parties for the initial term of this IGA is \$64,254.08.
- 2) Each of the Parties' respective financial obligations hereunder may increase by an amount not to exceed five percent (5%) annually for each renewal term. This figure is not a defined annual increase and may be less. Any increase in financial obligations for a yearly renewal term will be detailed during the annual meeting provided for herein below in Section VI.
 - 3) The Parties payment of their respective financial obligations hereunder for each one-year renewal term of this IGA shall be due and payable to SFA within thirty (30) days of the annual meeting describe herein below in Section VI. Failure of a Party to remit its respective financial obligation amount as provided herein shall cause the IGA to terminate on December 31st of the then current calendar year.
 - 4) Except as specifically agreed to herein for renewal terms, the Parties' mutual and respective financial obligations hereunder shall not increase without the written consent of the each of the Parties.

F. Renewal Terms.

- 1) Annual review and revision of the Parties' respective financial obligation hereunder will occur every year at the annual meeting provided for herein below in Section VI. The Contributing Parties respective financial obligations for each renewal term shall be described in writing, which document shall be formally approved by authorized representatives of the Contributing Parties. Failure of any of the Parties to agree to revised financial obligations for the next following renewal term of this IGA shall cause the IGA to terminate on December 31st of the then current calendar year.

G. Cost Reimbursement.

- 1) The SFA, acting as DERA shall make all legally required efforts to recover and reimburse the reasonable, necessary, and documented costs incurred by any Party, or other qualified entity, resulting from actions taken to remove, contain, or otherwise mitigate the effects of a hazardous substance incident from the person or persons who have care, custody, and control of the hazardous substance involved at the time of the incident. The SFA, as DERA, and the SCHMT may adopt procedures for preparing and submitting requests for cost reimbursements

and allocation of reimbursement revenues. SCHMT claims for reimbursement shall be submitted to the DERA within 30 days following the date the incident scene is declared safe by the DERA.

- 2) If the DERA is unable to initiate a satisfactory recovery of claims made on behalf of the SCHMT within 45 days of the incident, the SCHMT reserves the right to request written approval from the DERA to pursue such collections on its own behalf. DERA approval of the SCHMT's pursuit of collections hereunder shall not be unreasonably withheld.
- 3) Should hazardous substance incident reimbursement proceeds be less than the total reimbursable hazardous substance incident related costs, reimbursement shall be made in a proportionate manner to the involved entities,
- 4) Unrecovered reimbursable hazardous material incident related costs shall be paid by the jurisdictional entity, Town or County, in which the hazardous substance incident occurred, however, absent the situation in '4a' described below, the Town or County shall not be responsible for paying unrecovered reimbursable costs incurred by the SFA or the SCHMT.
 - a. In the situation where the Town or the County are the generator and responsible party for the hazardous substance incident then the Town or the County will be responsible for paying reimbursable hazardous substance incident costs for only expendable supplies and equipment incurred by the SFA or its SCHMT once the dollar cost for replacement for these items exceeds \$5000.00.
 - b. All reimbursement of costs coordinated by the DERA or SCHMT shall follow the rules for reimbursement as promulgated by the Colorado Department of Public Safety pursuant to Section 29-22-104 (6)(a), C.R.S.
- 5) The Parties hereto further agree to pursue all additional reimbursement as may be made available pursuant to C.R.S. 29-22-105, and shall agree to any subrogation requirements mandated as a condition of such reimbursement, if appropriate.

VI. MEETINGS AND REPORTING

- A. Representatives of SFA shall meet at least annually with the County and Towns to report on and discuss DERA and SCHMT status, activities and related matters including renewal of the IGA. The annual meeting shall be an agenda item for the regularly scheduled meeting of the managers for the County and Towns, which shall also be attended by the Sheriff or his designee.
- B. Prior to the date of the annual meeting, SFA will provide the Contributing Parties with:

- 1) A budget report, which includes:
 - a. SCHMT revenues and expenses for the past fiscal (January to December) year;
 - b. SCHMT account balances;
 - c. Recommendations for funding by the Contributing Parties for the next following renewal term, and;
 - d. An updated 5 Year Capital Expenditures Plan for the SCHMT is due annually with budget report.
- 2) An activity report for the SCHMT, which describes IGA related activities of the SCHMT during the previous twelve months. Information provided in the activity report shall include:
 - a. Operations Response descriptions;
 - b. Technician Response descriptions;
 - c. Descriptions of all instances of deviations from required staffing patterns, and;
 - d. Special circumstances reports..

- C. Prior to the date of the annual meeting, the SFA will provide the other Parties with an activity report for the DERA, which report shall describe DERA hazardous substance incident related administration and collection activities for the past year.
- D. Representatives of the Parties shall meet with each other on an as needed basis to address issues related to the subject matter of this IGA.

VII. INDEMNIFICATION OF CONTRIBUTING PARTIES

SFA for itself and on behalf of the SCHMT agrees to defend, indemnify and hold harmless all Contributing Parties as well as their employees and agents, from and against any cost, and liabilities of any kind incurred as a result of any act or omissions by the SEA, the SCHMT, or it employees, agents, subcontractors, or assignees arising out of SFA's provision of Services hereunder.

VIII. INSURANCE REQUIREMENTS

SFA shall obtain and maintain for the SCHMT at all times during the term of this IGA, insurance in the following kinds and amounts:

- A. Standard Worker's Compensation and Employer Liability as required by the State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

- B. General Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) minimum coverage:
- 1) Combined single limit of \$600,000 if written on an occurrence basis.
 - 2) Any aggregate limit will not be less than \$1.2 million.
 - 3) Combined single limit of \$600,000 for policies written on a claims-made basis.
The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - 4) If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the SFA shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.
 - 5) The insurance shall include provisions preventing cancellation without 30 days prior notice to the Contributing Parties by certified mail.
 - 6) SFA shall provide certificates showing adequate insurance coverage to the Contributing Parties within 7 working days of IGA execution, unless otherwise provided.

IX. TERMINATION

- A. This IGA may be terminated by any Party without cause by providing written notice of intent to terminate its participation in the IGA to each of the other Parties and the SFA not less than ninety (90) days prior to the proposed termination date,
- B. In the event that any Party submits a written notice of intent to terminate its participation in the IGA, the IGA shall remain in effect for all Parties, including the terminating Party, until the last day of the then current one-year IGA term.
- C. In no event shall the remaining Parties be responsible for any part of the financial obligation of a Party that terminates its participation in the IGA.

X. NOTICE

All notices required to be given by the parties hereunder shall be hand delivered or given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

Town Administrator
Town of Blue River
PO Box 1784
Breckenridge, CO 80424

Town Manager
Town of Breckenridge
PO Box 168
Breckenridge, CO 80424

Town Manager
Town of Dillon
P.O. Box 8
275 Lake Dillon Drive
Dillon, CO 80435

Town Manager
Town of Frisco
P.O. Box 4100
1 Main Street
Frisco, CO 80443

Town Manager
Town of Silverthorne
P.O. Box 1309
601 Center Circle
Silverthorne, CO 80498

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

Sheriff
Summit County Sheriff's Office
P.O. Box 210
501 North Park Avenue
Breckenridge, CO 80424

Chairman
Summit Fire Authority
P.O. Box 1132
Frisco, CO 80443

Chairman
Summit County 911 Policy Board
227 County Shops Road
Frisco, CO 80443

XI. General Terms and Provisions.

- A. Independent Contractor. SFA is an Independent Contractor, not an employee of the Contributing Parties and is not in their respective personnel systems. SFA is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to the IGA, SFA is free to provide services to others and is not required to work exclusively for Contributing Parties. The Parties agreed upon the term of this contract. Payment is set at the contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of the SFA and not to any individual. SFA is

responsible for providing its own tools and benefits at its own cost. SFA is not entitled to worker's compensation benefits or unemployment insurance benefits unless paid for by SFA and SFA is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to this contract relationship. SFA is responsible for complying with all employment laws and insurance laws relating to its own employees, SFA is and shall remain a separate and distinct entity from the Sheriff and Contributing Parties; the business operations of the Contributing Parties shall in no way combine with the business operations of the SFAY

- B. Governmental Immunity. Nothing in this IGA shall be construed against any party hereto as a waiver of the limitations on damages, or as a waiver of the privileges, immunities, or defenses provided to, or enjoyed by, any of the Parties under common law or pursuant to statute including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS. and Sections 24-32-2604, et seq., C.R.S.

- C. Worker Compensations and Pension Benefits. Pursuant to Sections 29-5-109 and 29-5110, C.R.S., and this IGA, if any personnel of a responding SCHMT member is injured, disabled, or dies as a result of performing services within the boundaries of another jurisdiction, said individual shall remain covered by, and eligible for, workers' compensation and pension benefits, including disability, death, and survivor benefits, to which the individual would otherwise be entitled if the injury, disability, or death had occurred within the jurisdictional boundaries of the responding SCHMT member.

- D. Prior Agreements. The terms of this IGA shall supersede the terms of any pre-existing agreements between SCHMT members regarding responses to hazardous substance incidents and actions or responsibilities except for incidents that do not require the assistance of the SCHMT. This IGA shall not affect or supersede any other agreements, including mutual aid agreements between SCHMT members except as such agreements relate to responses to hazardous substance incidents and actions or responsibilities under the federal Emergency Planning and Community Right-to-Know Act (EPCRA).

- E. Amendment. This IGA may be amended from time to time by written IGA duly authorized by all the parties to this IGA. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.

- F. Authorization. The signatories to this IGA affirm and warrant that they are fully authorized to enter into and execute this IGA, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this IGA have been made. The Parties hereto have mutually represented that they possess the legal ability to enter into this IGA. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this IGA, this IGA shall be considered null and void as of the date of such could determination.
- G. Whole IGA. This IGA embodies the whole agreement between the Parties regarding responses to hazardous substance incidents and actions or responsibilities under EPCRA, except for incidents that do not require the assistance of the SCHMT, and there are no inducements, promises, terms, conditions or other obligations made or entered into by the Parties other than those contained herein.
- H. Successors and Assigns, This IGA shall be binding upon the Parties hereto, their respective successors or assigns. Neither Party may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this IGA to any Party without the prior written consent of the non-assigning party.
- I. Appropriation of Funds/ Multi-year Contracts. Payment pursuant to this IGA, whether in whole or in part, is subject to and contingent upon the continuing availability of each of the Party's funds for purposes hereof, In the event that said funds, or any part thereof, become unavailable as determined by a Party, the Party may immediately terminate this IGA in accordance with the termination requirements provided in Section IX above. The obligations of the Parties hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.
- J. Severability, All agreements, covenants and terms contained herein are severable, and in the event that any such agreement, covenant, or term is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid IGA, covenant, or term were not contained herein.
- K. Applicable Law. At all times during the performance of this IGA, the Parties herein shall strictly adhere to all applicable federal, state and local laws, rules, and regulations that have been or may hereafter be established, All work and services performed under this IGA shall comply with federal, state and local laws, rules and

regulations, This IGA shall be interpreted in all respects in accordance with laws the State of Colorado. Venue shall only be proper in Summit County, Colorado.

- L. No Benefit to Third Parties. This IGA does not and shall not be deemed to confer upon or to any third party any right to damages or bring any lawsuit, action or other proceedings against either Party because any breach hereof, or because of any terms, covenants, agreements or conditions herein.
- M. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and entered into on the day and year first written above.

SUMMIT COUNTY

County Manager Date

TOWN OF SILVERTHORNE

Town Manager Date

TOWN OF BRECKENRIDGE

Town Manager Date

TOWN OF BLUE RIVER

Town Administrator Date

TOWN OF DILLON

Town Manager Date

TOWN OF FRISCO

Town Manager Date

SUMMIT COUNTY SHERIFF'S OFFICE

Sheriff Date

SUMMIT FIRE AUTHORITY

Chairman Date

SUMMIT COUNTY 911 POLICY BOARD

Chairman Date

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 10/17/2018
Subject: Public Projects Update

Second Water Treatment Plant

An update report prepared by the consultant team is attached to this memo. Notably, the change order total has decreased from the last report due to Change Order 3 being a \$156,000 credit back to the project. The project remains on schedule and budget with a construction completion date of August 2020.

Ski Hill Wall

Schedule: Construction of the retaining wall on Ski Hill Rd is nearly completed, with handrail painting and concrete surface finish remaining. Traffic will be restored to two lanes overnight and on weekends, but will remain in a one-lane configuration during working hours. All work is anticipated to be completed by the end of October.



Final concrete finishing work will be completed in the next week for the retaining wall and barrier shown above, which will improve the surface and appearance of the colored concrete.



The replacement of the previous siloam stone retaining wall with the Type 7 Concrete Barrier shown above will increase roadway safety for vehicles.

Budget:

Project Funding	2018	Total
CIP Budget	500,000	500,000
2018 Supplemental Appropriation	325,000	325,000
Total Budget		825,000

Ice Arena Locker Room Addition

Schedule: Staff is working with Matthew Stais Architects on completing the conceptual design for the Ice Arena project. The current design being developed would add new locker rooms onto the northwest corner of the indoor ice arena and would also add new office space above the existing lobby area. Staff will update Council with further detail as the conceptual design is progressed.

A general contractor is scheduled to be selected for the project in November, construction documents are scheduled to be completed in March, and construction is tentatively planned to begin in April 2019 and be completed near the end of 2019.

Budget: A place holder of \$2M for the project was added to the 2019 budget at the October 9th retreat. Once a general contractor is selected, Staff will provide a detailed Design Development cost estimate to Council in early January.

CIP projects with no updates:

- River Park (updated 9-11-18)
- Kingdom Park Shade Shelter (updated 9-11-18)
- Sawmill Culvert Repair (updated 7-24-18)
- Broadband (updated 7-10-18)
- Ski Hill Wall by Alpine Metro District (updated 7-24-18)
- Ball Field LED Lights
- Blue River Habitat and Landscaping (updated 11-28-17)
- Pool Area Lights and Window Replacement (updated 9-26-17)

Town of Breckenridge North Water Treatment Plant

Prepared by M. Petters/HDR Engineering, Inc.



Administration Building Structural Steel Frame 09/20/2018

September 2018

Contractor:
Moltz Construction, Inc.

Designer:
HDR Engineering, Inc.
Tetra Tech

Award Date:
December 8, 2017

Notice to Proceed:
December 15, 2017

Notice to Mobilize:
March 21, 2018

Substantial Completion Date:
August 3, 2020

Original Duration: 867 Days

Days Added by CO: 0

Time Percent Complete: 22.3 %

Cost Percent Complete: 29.6 %

Guaranteed Maximum Price:
\$42,000,000

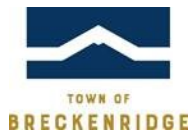
Change Order Total: \$55,704

Current Contract Value: \$42,055,704

Invoiced to Date: \$12,053,968

Cost Growth: 0.001%

Schedule Growth: 0 Days



Schedule and Budget Status

<p>Moltz Construction Inc. has completed work for 29.6% of the project value within 22.3% of the available contract time. Their current schedule update shows them completing the contract on time.</p>	<p>Three Change Orders has been issued to date for the project. There have been 10 Work Change Directives, 21 Change Proposal Requests and 19 Field Orders initiated on the project.</p>
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Accomplishments/Highlights

<p>At the Treatment Building (WTP): MCI has completed the sedimentation basins walls.</p>	
<p>At Residuals Building: MCI has completed the slab on grade for the basins and the pump gallery.</p>	<p>At the Clearwell/Finished Water Pump Station: MCI has completed the walls placements at the north end, the south end of Clearwell 1 and the Pump Station fill area.</p>
<p>At the Raw Water Pump Station: MCI has stripped the wet well suspended slab decking and shoring. They have formed and placed the footings and stem walls under the electrical room. The raw water pipeline from where Stan Miller stopped has been connected to the building. The encasement for the horizontal portion to the surge tank is complete. Triangle Electric installed under slab conduits and started the ductbanks from the building.</p>	<p>At the Water Treatment Plant: Triangle Electric continued under slab electrical conduits.</p> <p>At the Administration Building: Mendoza Construction has completed the wainscot lower section carrier panel and has started the upper exterior wall panels. They have installed most of the roof panels.</p>
<p>At the Treatment Building MCI has started backfill and compaction within the stem walls.</p>	
<p>Stan Miller replaced the bike path on the east side of State Highway 9 and reinstalled split rail fencing. ELAM paved 2 aprons off the south side of Stan Miller Drive.</p>	<p>At the Water Treatment Plant: MCI continues work on the filters, filter pipe gallery walls. The PACL containment room stem walls and the PACL support walls have been placed. MCI continued forming and placing the exterior footings and stem walls. MCI has placed the footings for the covered walkway between the Administration Building and the Water Treatment Plant.</p>
<p>At the Residuals Building: Rumbler Rebar set pre-tied steel reinforcing curtains.</p>	

Construction Accomplishments and Milestones

Town of Breckenridge
Second Water Treatment Plant

09/04/2018- Clearwell Removing Forms



09/06/2018- Clearwell Placing Concrete



Town of Breckenridge
Second Water Treatment Plant

09/07/2018- Water Treatment Plant Stem Walls



09/10/2018- Water Treatment Building from tower crane



Town Of Breckenridge

Second Water Treatment Plant

09/11/2018- WTP Placing PACL Containment Walls



09/13/2018- Raw Water Pump Station Electrical Area Stem Wall Concrete Placing



Town of Breckenridge Second Water Treatment Plant

09/17/2018- Apron Paving



09/19/2018- Water Treatment Plant Stem Wall Formwork



Town of Breckenridge
Second Water Treatment Plant

09/20/2018- Water Treatment Plant Gang Forms



09/26/2018- Administration Building Roof Panels



Town Of Breckenridge
Second Water Treatment Plant

09/27/2018- Clearwell Reinforcing Steel



09/28/2018- Administration Building Wall Panels.



Upcoming Activities/Milestones	Planned Date
At the Administration Building: Mendoza will complete the roof panels, wall panels and trim.	10/19/2018
At the Administration Building: Allman will start wall framing, Sierra Blanca will start rough plumbing and Triangle Electric will install the raceways above the ceilings.	Ongoing
At the Raw Water Pump Station: MCI will backfill within the electrical area stem walls. They will place and finish the electrical area slab on grade.	10/9/2018
At the Raw Water Pump Station: Mendoza will start erecting the pre-engineered metal building structural steel frame.	10/22/2018
MCI will continue forming and placing walls at the Finished Water Pump Station/Clearwell.	10/05/2018
At the Clearwell: MCI will leak test the basins, set shoring and decking and start placing the suspended slabs.	Ongoing
At the Treatment Building MCI will continue forming and placing footings, stem walls, slab on grade(s) and the filter and mixing basins walls.	10/12/2018
At the Residuals Building: Rumler Rebar will continue to tie and set steel reinforcing mats.	Ongoing



MCI will continue to import and compact fill within the Water Treatment Plant stem walls and start placing the main floor slab on grade.

Ongoing

Memo



To: Breckenridge Town Council Members
From: Shannon Haynes, Assistant Town Manager
Date: 10/18/2018
Subject: Breck Forward 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

Bus Storage Expansion (Work Session 10-23-18)

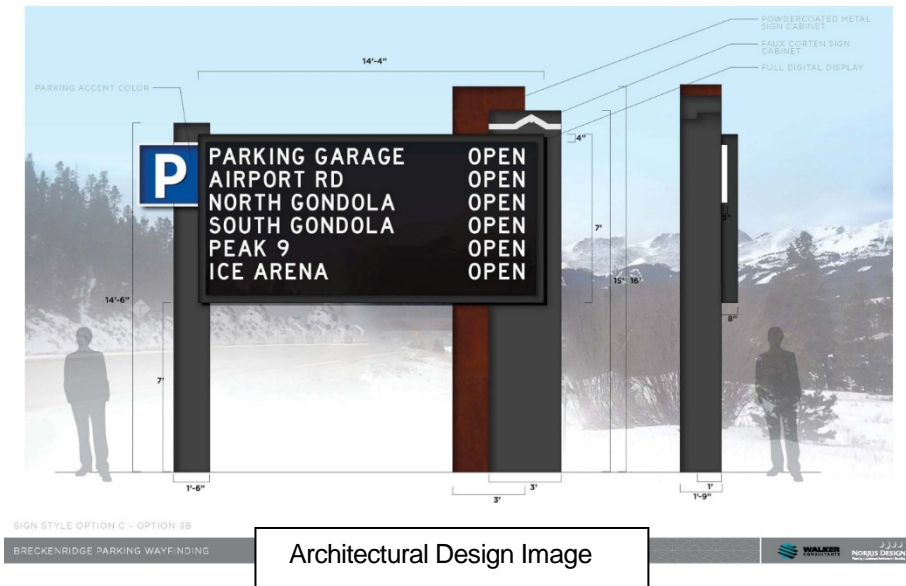
Schedule: Construction on the new bus storage facility is underway with survey and excavation beginning the week of October 15th. Work will continue through the winter months, with the facility functional by June 2019.

Budget: Both the construction GMP and the estimated Xcel construction costs are within project budget.

	2018	Total
P&T Fund	\$1.75M	\$1.75M
Total Budget		\$1.75M

Dynamic Parking Wayfinding (Work Session 10-23-18)

Schedule: Construction on the digital wayfinding sign, replacing the existing VMS on the north end of Town, is slated to begin the week of October 15th. The work is scheduled to be completed in early November and followed by a short testing period of the sign and software. The sign is intended to be fully functional by the Thanksgiving holiday.

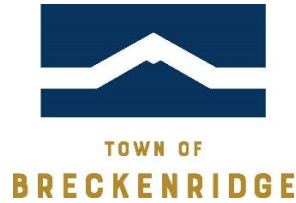


Budget:

	2018	Total
P&T Fund Appropriation	\$300,000	\$300,000
Total Budget		\$300,000

No updates:

- Sidewalk Master Plan Implementation (Work Session 6-26-18)
- River Walk Pedestrian Improvements (Work Session 6-26-18)
- Riverwalk Garage (Work Session 4-10-18)
- Village Road and Park Ave Roundabout
- Transit Enhancements (Work Session 10-24-17)
- Transit Stop Shelters (Work Session 9-26-17)
- Purple B Route Improvements (Work Session 11-28-17)



Memo

To: Breckenridge Town Council Members
From: Jennifer McAtamney
Date: 10/5/2018
Subject: September 27, 2018 Child Care Advisory Meeting Report

The Child Care Advisory Committee held a regular meeting on September 26, 2018. Committee members present included, Greta Shackelford, Johanna Gibbs, Laura Amedro, Scott Perlow, Bradley Ragan, Mary Jo Zweig, Heather Garcia, Joyce Ruderman and Jay Homola were unable to attend due to conflicts. Dick Carleton our Town Council Rep was present as well as Jennifer McAtamney and Peter Grosshuesch from Town Staff. Kathryn Rooney and Abby McClelland from APA Consulting attended to present their report and Leslie Davis from Timberline Learning Center attended to hear the program evaluation report.

The following topics were covered.

Tuition Assistance Update

Tuition Assistance applications for the initial 2018-19 round were completed in late August. We had 93 families apply. In this year's initial round, we saw an increase in households with 2 children in care with 41% of the families having two children in care. This is significant for our program because across income levels these families are cost burdened even at two and three days per week for both of their children and the Town's assistance is greater for these larger households during the years when both children are in care. Of the 93 applicants, we only had one family who was not eligible; this was due to a career change and not working in the upper blue.

Since closing enrollment, we have six new families who are in the application process and new to the program so qualify under the life change clause that allows families outside of open enrollment.

Needs Assessment Update

We reviewed the needs assessment with the committee. The most significant finding here was the increase in the wait list from 31 children in 2016 to 154 in 2018. To address this capacity issue Staff has recommended that we begin the planning process in 2019 to explore opportunities to add capacity through either expansion at existing sites or the construction of a new center at a town owned site. This may involve hiring a 3rd party to analyze expansion opportunities at our existing facilities.

APA Child Care Program Evaluation

Kathryn Rooney and Abby McClelland attended the meeting to present their findings following the evaluation of the Town's Child Care Program. APA's primary finding is that the Town of Breckenridge's investment in the Breckenridge Child Care Program is well-conceived, and well-targeted towards addressing the most critical factors in building a sustainable, high-quality early childhood education system. Among our competitive set of mountain communities the Town of Breckenridge was a pioneer making the most significant discretionary investments in their early childhood system. Even today, the Town is a stand out relative to peer communities with only Aspen surpassing the Town's commitment thru their dedicated tax of \$2,000,000 annually.

The program is also a strong support for the local economy, as families receiving tuition assistance work in a wide array of industries, including local and county governments, tourist organizations, restaurants, professional services, and others. Over 120 Unique businesses benefit indirectly from the improved child care supports provided to these families. 99% of the families eligible for tuition assistance at our local partner schools have at least one parent working full time in the Upper Blue.

As part of the report, APA made the following recommendations as opportunities to improve or enhance the program and discussed the research and data behind these recommendations with the committee.

- Plan for Sustainable Funding
- Continue to Strengthen Policies Supporting Teacher Recruitment & Retention
- Increase Efficiency through Shared Services
- Maintain and Refine the Tuition Assistance Program
- Collect Additional Data on Critical Program Metrics
- Review Communication between the Town of Breckenridge & the Child Care Centers
- Conduct a Facility Space Review at All Centers
- Prepare for the Possibility of Universal Pre-K

APA Consulting is pursuing grant funding to continue following the program and track child outcomes and broader impacts of our Program on the ECE System.

During the upcoming Child Care Advisory meetings, the committee will be discussing and prioritizing these recommendations and program suggestions in preparation for upcoming presentations to the Town Council following the November election.

Our meeting adjourned at 4:59 pm



**Housing Committee Meeting Notes:
September 11th, 2018
1:30-3:00PM**

Agenda:

- Proforma
- Breck365 Financing
- COTO Flats – County Collaboration
- Huron Landing Warranty Update
- Housing Code Recap

Proforma:

Purpose: Introduce the committee to the Housing proforma

Staff reviewed cost of Breckenridge projects, hard and soft. Hard costs vary from \$176 to \$331 per S.F. Total project, hard and soft costs, vary from \$256 per SF to \$369 per SF. These costs are for Pinewood 2, Denison Commons, Blue 52 Townhomes, COTO Flats, and Huron Landing. Preliminary Breck365 stick construction pricing for 112 units is \$28 million which includes \$214 per SF hard construction costs.

Next Steps: Staff will continue to coordinate with the committee on year end fund balances, proposed projects, and financing options.

Breck365 Financing:

Purpose: Review preliminary project proforma and financing options

As noted above, the projected project costs is \$28 million. Using stick construction method, staff projects that \$3 million will be spent in 2018 for soft costs and pre-development expenses, \$13 million in 2019, and \$12 million in 2020.

Note:Subsequent to this committee meeting, we have discussed modular construction which will impact the cost and the timing of the expense.

Staff has discussed using COP financing for \$25 million in early 2019. The debt service on \$25 million is projected at \$1.5 million annually. Projected rental revenue for units at 50% and 60% AMI is \$600,000 annually, which is a deficit of \$900,000.

Next Steps: Staff will work with the committee on the project costs and revenue to address the significant annual deficit.



Block 11 Apartments (COTO Flats) – County Collaboration

Purpose: Review the structure of the proposed deal with the committee

Staff reviewed the deal proposed by Summit County for joint ownership of COTO flats.

Next Steps: Deed 50% ownership to the County and adopt Intergovernmental Agreement to establish roles and expectations. COTO Flats is expected to be occupied by November 15th.

Huron Landing Warranty Update:

Purpose: Advise committee of warranty status-furnaces

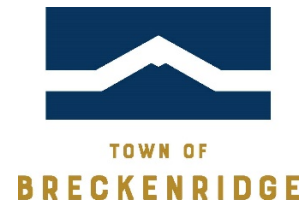
GE Johnson is being very responsive to addressing issues with furnaces throughout the building. Staff expects all deficiencies will be taken care of by October 25th.

Housing Code Recap:

Purpose: To review Council feedback from August 28th Housing Code Worksession

The committee discussed the Council comments from the Housing Code worksession on August 28th and based on Council concerns, the committee directed staff to simplify the revisions and return to Council with two options. Option one will include fewer changes and option two will include an increase in the housing mitigation rate.

Next Steps: Staff will prepare the two options to discuss with Council during the October 23rd Council worksession.



Memo

To: Breckenridge Town Council Members
 From: Rick Holman, Town Manager
 Date: 10/17/2018
 Subject: Committee Reports

No committee reports were submitted for this meeting.

Committees*	Representative	Report Status
CAST	Mayor Mamula/ Erin Gigliello	No Meeting/Report
CDOT	Rick Holman	No Meeting/Report
CML	Rick Holman	No Meeting/Report
I-70 Coalition	Rick Holman	No Meeting/Report
Mayors, Managers & Commissioners	Mayor Mamula/ Rick Holman	No Meeting/Report
Liquor and Marijuana Licensing Authority	Helen Cospolich	No Meeting/Report
Summit Stage Advisory Board	James Phelps	No Meeting/Report
Police Advisory Committee	Chief Jim Baird	No Meeting/Report
CMC Advisory Committee	Rick Holman	No Meeting/Report
Recreation Advisory Committee	Scott Reid	No Meeting/Report
Workforce Housing Committee	Laurie Best	No Meeting/Report
Child Care Advisory Committee	Jennifer McAtamney	<i>Included as a separate agenda item</i>
Breckenridge Events Committee	Shannon Haynes	No Meeting/Report
Transit Advisory Committee	Shannon Haynes	No Meeting/Report
Water Task Force	Gary Gallagher	No Meeting/Report
Communications	Haley Littleton	No Meeting/Report

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



TOWN OF
BRECKENRIDGE

September 30, 2018 Financial Reports

Department of Finance



Breckenridge Oktoberfest was held September 6-8, 2019

Executive Summary

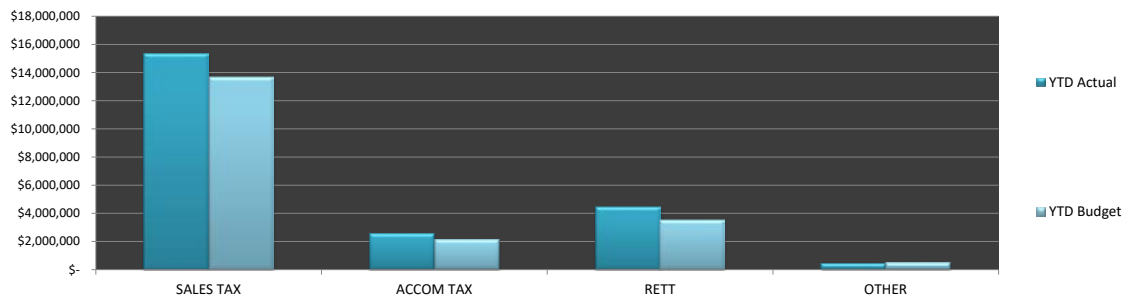
September 30, 2018

This report covers the first 9 months of 2018. September is largely reflective of August tax collections. We are approximately \$2.8M over 2018 budgeted revenues in the Excise fund. This is mostly due to sales tax being \$1.6M over budget and Real Estate Transfer Tax up \$903k over budget. Sales Tax is \$1.4M ahead of prior year; RETT is down \$67k over prior year.

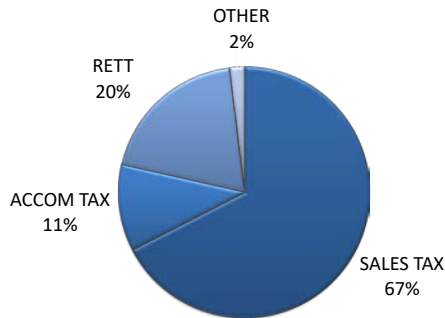
See the Tax Basics section of these financial reports for more detail on the sales, accommodations, and real estate transfer taxes.

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

Excise YTD Actual vs. Budget - by Source



YTD Actual Revenues - Excise



	YTD Actual	YTD Budget	% of Budget	Annual Budget	Prior YTD Actual	Prior Annual Actual
SALES TAX	\$ 15,313,177	\$ 13,724,751	112%	\$ 21,764,800	\$ 13,885,333	\$ 21,567,073
ACCOMMODATIONS TAX	2,521,027	2,114,249	119%	2,996,900	2,158,591	3,068,530
REAL ESTATE TRANSFER	4,441,706	3,538,596	126%	5,000,000	4,509,033	6,239,221
OTHER*	432,824	485,929	89%	775,130	484,434	791,882
TOTAL	\$ 22,708,734	\$ 19,863,525	114%	\$ 30,536,830	\$ 21,037,391	\$ 31,666,706

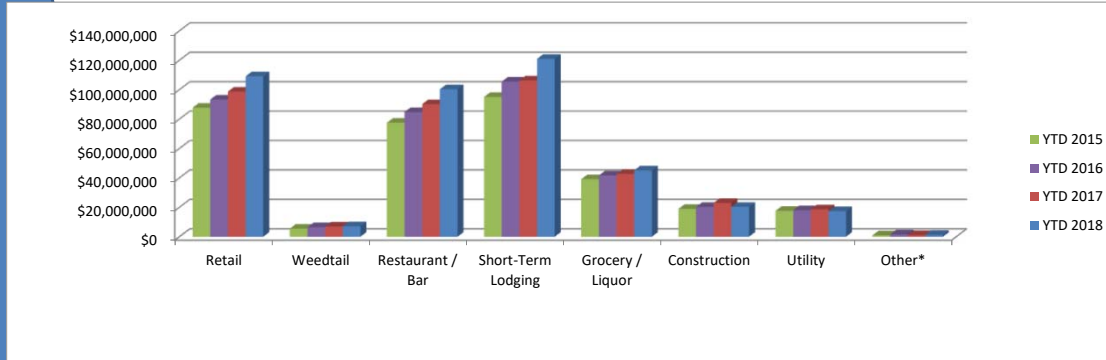
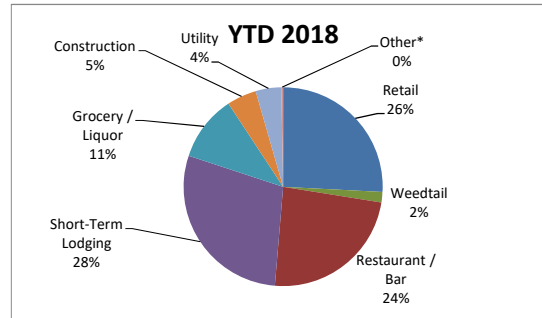
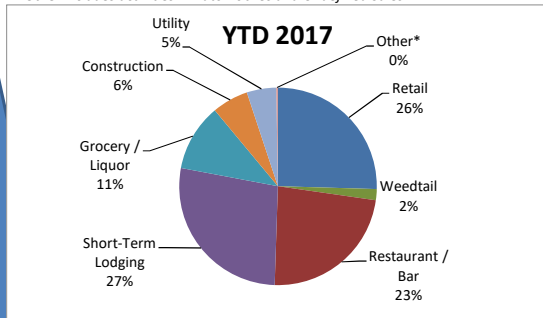
* Other includes Franchise Fees (Telephone, Public Service and Cable), Cigarette Tax, and Investment Income

The Tax Basics

Net Taxable Sales by Industry-YTD

Description	YTD 2015	YTD 2016	YTD 2017	2017		2017/2018		2018
				% of Total	YTD 2018	\$ Change	% Change	
Retail	\$87,732,083	\$93,339,493	\$98,696,092	25.46%	\$109,085,603	\$10,389,511	10.53%	25.87%
Weedtail	\$5,489,808	\$6,530,510	\$6,966,748	1.80%	\$7,109,311	\$142,563	2.05%	1.69%
Restaurant / Bar	\$77,537,400	\$84,806,669	\$90,169,688	23.26%	\$100,270,406	\$10,100,719	11.20%	23.78%
Short-Term Lodging	\$95,033,726	\$105,471,980	\$106,337,350	27.43%	\$120,949,819	\$14,612,470	13.74%	28.68%
Grocery / Liquor	\$39,109,445	\$41,675,523	\$42,694,510	11.01%	\$45,153,404	\$2,458,894	5.76%	10.71%
Construction	\$18,903,904	\$20,244,750	\$22,995,086	5.93%	\$20,363,406	(\$2,631,679)	-11.44%	4.83%
Utility	\$17,578,712	\$18,039,841	\$18,630,626	4.81%	\$17,492,227	(\$1,138,400)	-6.11%	4.15%
Other*	\$962,349	\$1,537,562	\$1,116,846	0.29%	\$1,305,350	\$188,504	16.88%	0.31%
Total	\$342,347,428	\$371,646,329	\$387,606,945	100.00%	\$421,729,527	\$34,122,582	8.80%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



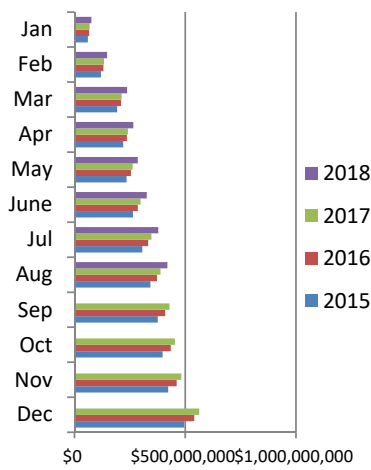
New Items of Note:

- For the year, net taxable sales are currently ahead of 2017 by 8.80%. August net taxable sales are currently ahead of August 2017 by 6.97%.
- For August 2018, the majority of sectors were up for the month, as compared to prior year. There were slight declines in the Grocery (3%) and Construction (4.61%) sectors.
- For August 2018, Restaurant/Bar (10.49%), Retail (11.26%), Short Term Lodging (13%), & Weedtail (6.32%) sales sectors experienced more notable increases over August 2017.
- Disposable Bags distributed experienced a decrease of 3.98% over prior year. The decrease is being attributed to the Grocery/Liquor sales sector decrease over prior year, 3.00% respectively.

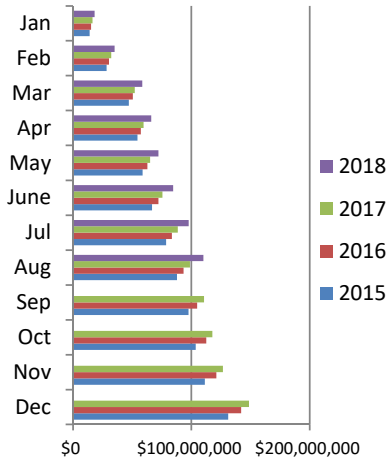
Continuing Items of Note:

- For the Construction sector in January 2015, a large one-time return was filed in relation to a single project. This was an anomaly that would not be expected to repeat in future years. In January of 2016, there was a large one time assessment impacting the sector.
- As previously noted, the decline in the Utility sector is largely related to the recent decrease in gas and electric billings. This is also due to warming temperatures.
- In 2014, a new category was added to the Sales by Sector pages for the Weedtail sector. The category encompasses all legal marijuana sales, regardless of medical or recreational designation
- A section on Disposable Bag Fees was added in 2014.
- Taxes collected from the customer by the vendor are remitted to the Town on the 20th of the following month.
- Quarterly taxes are reported in the last month of the period. For example, taxes collected in the first quarter of the year (January – March), are include on the report for the period of March.
- Net Taxable Sales are continually updated as late tax returns are submitted to the Town of Breckenridge. Therefore, you may notice slight changes in prior months, in addition to the reporting for the current month.
- "Other" sales relate to returns that have yet to be classified. Much of this category will be reclassified to other sectors as more information becomes available.

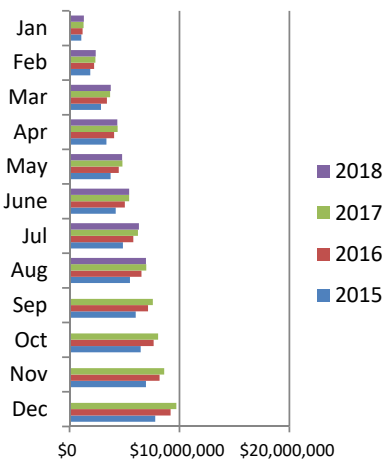
Net Taxable Sales by Sector - Town of Breckenridge Tax Base



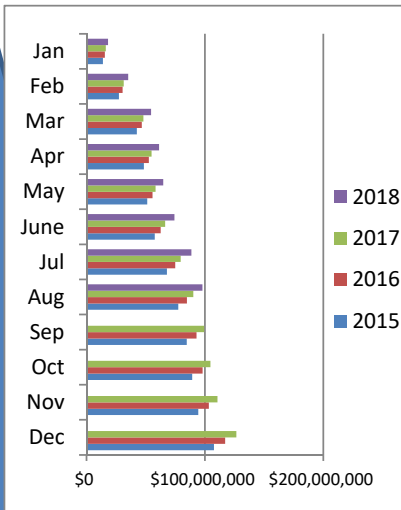
Total Net Taxable Sales					
	2015	2016	2017	2018	% change from PY
Jan	\$60,033,563	\$65,802,624	\$67,796,402	\$76,011,432	12.12%
Feb	\$58,741,575	\$63,833,922	\$64,760,379	\$70,327,148	8.60%
Mar	\$73,118,590	\$79,667,088	\$79,405,801	\$90,786,960	14.33%
Apr	\$27,410,469	\$26,869,536	\$28,623,103	\$27,832,095	-2.76%
May	\$15,658,620	\$17,805,725	\$21,489,664	\$20,074,275	-6.59%
Jun	\$28,739,345	\$31,662,174	\$35,781,100	\$41,068,703	14.78%
Jul	\$42,081,737	\$46,932,211	\$48,776,048	\$51,798,746	6.20%
Aug	\$36,563,530	\$39,073,049	\$40,974,449	\$43,830,167	6.97%
Sep	\$33,499,160	\$37,539,781	\$40,513,218	\$0	n/a
Oct	\$21,567,161	\$24,724,775	\$24,910,837	\$0	n/a
Nov	\$25,431,867	\$26,735,820	\$28,814,959	\$0	n/a
Dec	\$71,702,082	\$79,724,856	\$80,778,320	\$0	n/a
Total	\$494,547,698	\$540,371,561	\$562,624,279	\$421,729,527	



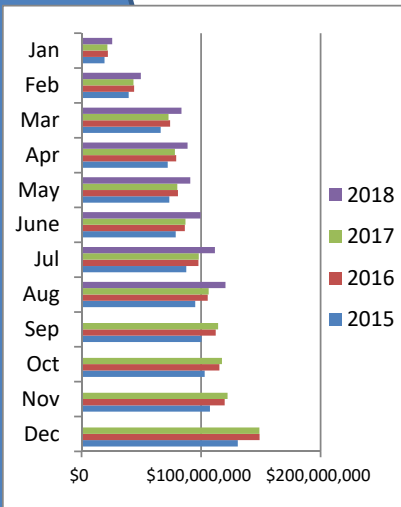
Retail					
	2015	2016	2017	2018	% change from PY
Jan	\$13,998,522	\$15,132,776	\$16,441,671	\$18,102,889	10.10%
Feb	\$14,240,511	\$15,161,579	\$15,695,872	\$16,925,982	7.84%
Mar	\$18,818,841	\$20,122,606	\$19,914,588	\$23,413,902	17.57%
Apr	\$7,281,848	\$6,857,887	\$7,462,502	\$7,614,368	2.04%
May	\$4,302,676	\$5,521,353	\$5,550,000	\$5,990,904	7.94%
Jun	\$8,090,642	\$9,285,567	\$10,428,300	\$12,452,487	19.41%
Jul	\$11,901,209	\$11,326,615	\$12,899,149	\$13,120,916	1.72%
Aug	\$9,097,833	\$9,931,109	\$10,304,011	\$11,464,156	11.26%
Sep	\$9,732,923	\$11,444,371	\$11,905,630	\$0	n/a
Oct	\$6,173,161	\$7,779,902	\$7,020,804	\$0	n/a
Nov	\$7,653,739	\$8,523,532	\$8,898,522	\$0	n/a
Dec	\$19,751,269	\$20,859,752	\$22,042,272	\$0	n/a
Total	\$131,043,175	\$141,947,049	\$148,563,321	\$109,085,603	



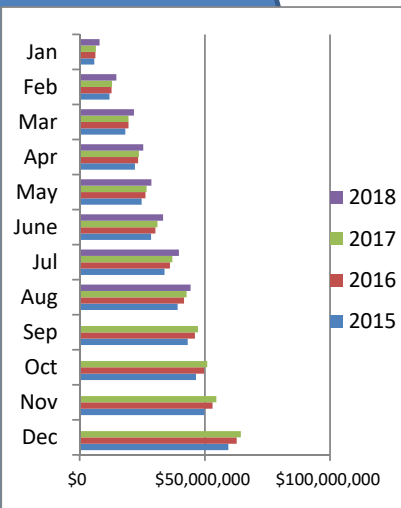
Weedtail					
	2015	2016	2017	2018	% change from PY
Jan	\$1,069,983	\$1,181,014	\$1,263,370	\$1,299,492	2.86%
Feb	\$809,146	\$1,045,184	\$1,076,236	\$1,077,296	0.10%
Mar	\$976,179	\$1,170,045	\$1,343,407	\$1,360,559	1.28%
Apr	\$496,701	\$647,524	\$683,486	\$603,052	-11.77%
May	\$376,877	\$424,305	\$436,712	\$432,876	-0.88%
Jun	\$463,026	\$561,981	\$608,808	\$646,541	6.20%
Jul	\$659,118	\$768,474	\$798,038	\$884,964	10.89%
Aug	\$638,780	\$731,985	\$756,690	\$804,530	6.32%
Sep	\$524,591	\$607,308	\$596,781	\$0	n/a
Oct	\$453,781	\$499,149	\$484,253	\$0	n/a
Nov	\$476,602	\$542,237	\$554,576	\$0	n/a
Dec	\$846,691	\$1,013,140	\$1,112,445	\$0	n/a
Total	\$7,791,474	\$9,192,345	\$9,714,804	\$7,109,311	



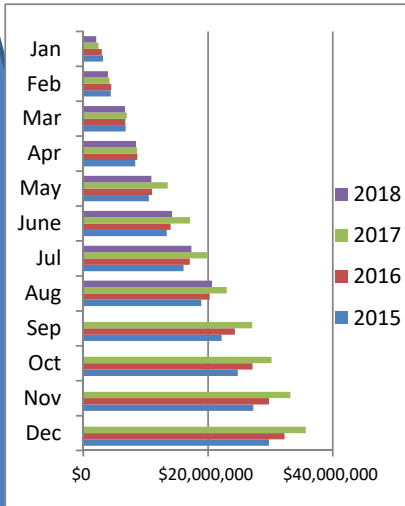
Restaurant / Bar					% change
	2015	2016	2017	2018 from PY	
Jan	\$13,757,283	\$15,420,296	\$16,276,306	\$18,113,738	11.29%
Feb	\$13,618,840	\$15,065,159	\$15,181,858	\$17,105,472	12.67%
Mar	\$15,042,121	\$16,112,662	\$16,595,811	\$19,256,220	16.03%
Apr	\$6,024,685	\$6,064,174	\$6,821,901	\$6,725,686	-1.41%
May	\$2,805,424	\$3,001,520	\$3,448,281	\$3,601,478	4.44%
Jun	\$6,313,126	\$6,963,372	\$8,089,688	\$9,430,328	16.57%
Jul	\$10,367,272	\$12,231,535	\$13,124,240	\$14,290,148	8.88%
Aug	\$9,608,649	\$9,947,952	\$10,631,602	\$11,747,336	10.49%
Sep	\$7,153,442	\$8,109,315	\$9,211,502	\$0	n/a
Oct	\$4,605,454	\$5,123,843	\$5,227,314	\$0	n/a
Nov	\$5,119,695	\$5,290,140	\$6,000,732	\$0	n/a
Dec	\$13,248,488	\$13,796,003	\$15,895,058	\$0	n/a
Total	\$107,664,478	\$117,125,970	\$126,504,293	\$100,270,406	



Short-Term Lodging					% change
	2015	2016	2017	2018 from PY	
Jan	\$19,192,527	\$21,935,475	\$21,590,426	\$25,609,484	18.62%
Feb	\$20,152,677	\$22,070,711	\$21,766,114	\$23,932,450	9.95%
Mar	\$26,780,608	\$30,028,520	\$29,380,594	\$34,051,327	15.90%
Apr	\$5,950,092	\$5,135,347	\$5,327,746	\$5,010,238	-5.96%
May	\$1,386,810	\$1,450,045	\$2,008,505	\$2,280,000	13.52%
Jun	\$5,255,015	\$5,833,385	\$6,827,091	\$8,749,287	28.16%
Jul	\$8,916,990	\$11,266,522	\$11,179,832	\$11,986,980	7.22%
Aug	\$7,399,007	\$7,751,976	\$8,257,043	\$9,330,054	13.00%
Sep	\$5,223,977	\$6,772,615	\$7,949,974	\$0	n/a
Oct	\$2,709,619	\$3,068,724	\$3,204,238	\$0	n/a
Nov	\$4,453,152	\$4,452,893	\$4,647,397	\$0	n/a
Dec	\$23,258,712	\$29,204,942	\$26,694,802	\$0	n/a
Total	\$130,679,185	\$148,971,154	\$148,833,761	\$120,949,819	



Grocery / Liquor					% change
	2015	2016	2017	2018 from PY	
Jan	\$5,825,759	\$6,250,584	\$6,450,303	\$7,922,442	22.82%
Feb	\$6,069,614	\$6,449,794	\$6,475,853	\$6,724,274	3.84%
Mar	\$6,296,838	\$6,769,678	\$6,527,831	\$7,034,396	7.76%
Apr	\$3,836,903	\$3,850,758	\$4,195,465	\$3,682,388	-12.23%
May	\$2,724,433	\$2,928,950	\$3,063,908	\$3,281,704	7.11%
Jun	\$3,735,382	\$3,960,786	\$4,342,262	\$4,636,919	6.79%
Jul	\$5,388,915	\$5,839,136	\$5,923,764	\$6,327,790	6.82%
Aug	\$5,231,601	\$5,625,836	\$5,715,123	\$5,543,491	-3.00%
Sep	\$3,997,242	\$4,322,032	\$4,525,953	\$0	n/a
Oct	\$3,344,571	\$3,623,882	\$3,724,937	\$0	n/a
Nov	\$3,375,304	\$3,409,252	\$3,608,668	\$0	n/a
Dec	\$9,500,929	\$9,661,918	\$9,752,150	\$0	n/a
Total	\$59,327,490	\$62,692,608	\$64,306,218	\$45,153,404	

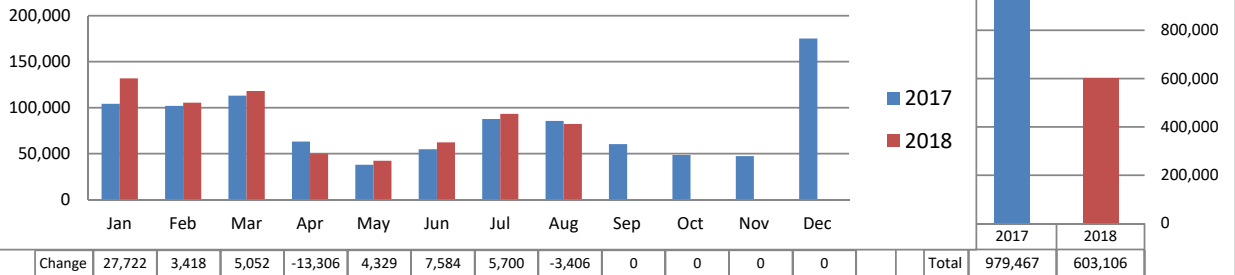


Construction					
	2015	2016	2017	2018 from PY	% change
Jan	\$3,142,768	\$2,930,914	\$2,398,824	\$2,033,286	-15.24%
Feb	\$1,232,799	\$1,520,592	\$1,769,306	\$1,887,086	6.66%
Mar	\$2,385,327	\$2,262,792	\$2,765,004	\$2,731,986	-1.19%
Apr	\$1,539,706	\$1,923,258	\$1,652,902	\$1,768,205	6.98%
May	\$2,193,144	\$2,353,384	\$4,919,462	\$2,473,822	-49.71%
Jun	\$2,870,200	\$2,974,258	\$3,564,860	\$3,303,123	-7.34%
Jul	\$2,698,078	\$3,091,802	\$2,732,756	\$3,121,155	14.21%
Aug	\$2,841,883	\$3,187,750	\$3,191,971	\$3,044,744	-4.61%
Sep	\$3,248,244	\$4,049,856	\$4,061,746	\$0	n/a
Oct	\$2,604,251	\$2,823,165	\$3,121,078	\$0	n/a
Nov	\$2,500,314	\$2,649,520	\$3,024,568	\$0	n/a
Dec	\$2,508,730	\$2,484,830	\$2,472,912	\$0	n/a
Total	\$29,765,442	\$32,252,122	\$35,675,389	\$20,363,406	

Disposable Bag Fees

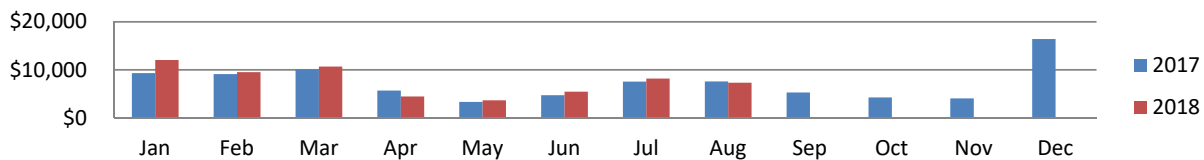
The Town adopted an ordinance April 9, 2013 (effective October 15, 2013) to discourage the use of disposable bags, achieving a goal of the SustainableBreck Plan. The \$.10 fee applies to most plastic and paper bags given out at retail and grocery stores in Breckenridge. The program is intended to encourage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

of Disposable Bags Reported by Month



Bag Fees Remitted by Month

*Net of Retained Percentage**



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

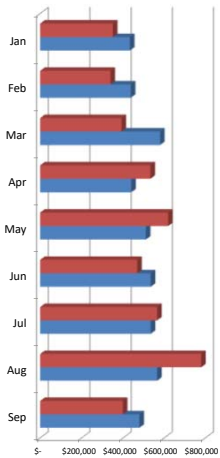
Real Estate Transfer Tax

New Items of Note:

- Revenue for the month of September was behind prior year by 16.83%, and behind the monthly budget by \$128,045.
- Year to date, revenue is behind prior year by 1.49%, and has surpassed budget by \$903,109.
- Single Family Home sales accounted for the majority of the sales (36.49%), with Condominium sales in the second position of highest sales (24.65%) subject to the tax. Timeshares sales were in third position with sales (22.03%) in sales level for the year.
- September 2018 churn was 6.43% above September 2017.

Continuing Items of Note:

- 2018 Real Estate Transfer Tax budget is based upon the monthly distribution for 2016.



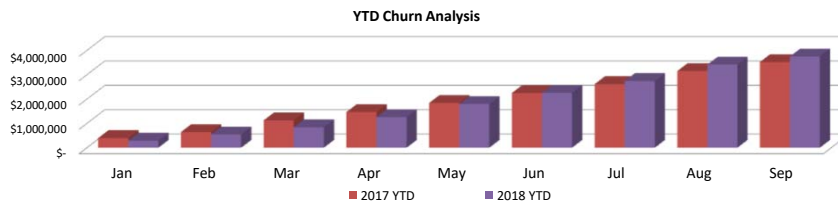
Total RETT						
	2016	2017	2018	% change	2018 budget	+/- Budget
Jan	\$293,839	\$432,417	\$350,102	-19.04%	\$280,375	\$69,726
Feb	\$338,604	\$436,538	\$338,813	-22.39%	\$323,089	\$15,724
Mar	\$407,901	\$579,302	\$391,670	-32.39%	\$389,211	\$2,458
Apr	\$418,228	\$439,375	\$532,220	21.13%	\$399,065	\$133,155
May	\$389,525	\$510,213	\$618,610	21.25%	\$371,678	\$246,932
Jun	\$351,831	\$533,957	\$468,350	-12.29%	\$335,711	\$132,639
Jul	\$363,545	\$533,735	\$564,797	5.82%	\$346,888	\$217,909
Aug	\$593,429	\$564,623	\$778,848	37.94%	\$566,238	\$212,610
Sep	\$551,616	\$478,875	\$398,296	-16.83%	\$526,341	-\$128,045
Oct	\$515,748	\$730,352	\$235,997	-67.69%	\$492,116	-\$256,119
Nov	\$579,565	\$550,457	\$0	n/a	\$553,010	n/a
Dec	\$436,266	\$400,236	\$0	n/a	\$416,277	n/a
Total	\$5,240,098	\$6,190,080	\$4,677,704		\$5,000,000	

*October #'s are as of 10/15/2018



by Category					
Description	2017 YTD	2018 YTD	\$ change	% change	% of Total
Commercial	\$ 102,195	\$ 51,698	(50,497)	-49.41%	1.16%
Condominium	1,105,898	1,095,091	(10,807)	-0.98%	24.65%
Timeshare	841,992	978,693	136,702	16.24%	22.03%
Single Family	1,806,411	1,620,900	(185,512)	-10.27%	36.49%
Townhome	484,017	452,181	(31,837)	-6.58%	10.18%
Vacant Land	168,520	243,144	74,624	44.28%	5.47%
Total	\$ 4,509,033	\$ 4,441,706	(67,327)	-1.49%	100.00%

* YTD as of September 30th

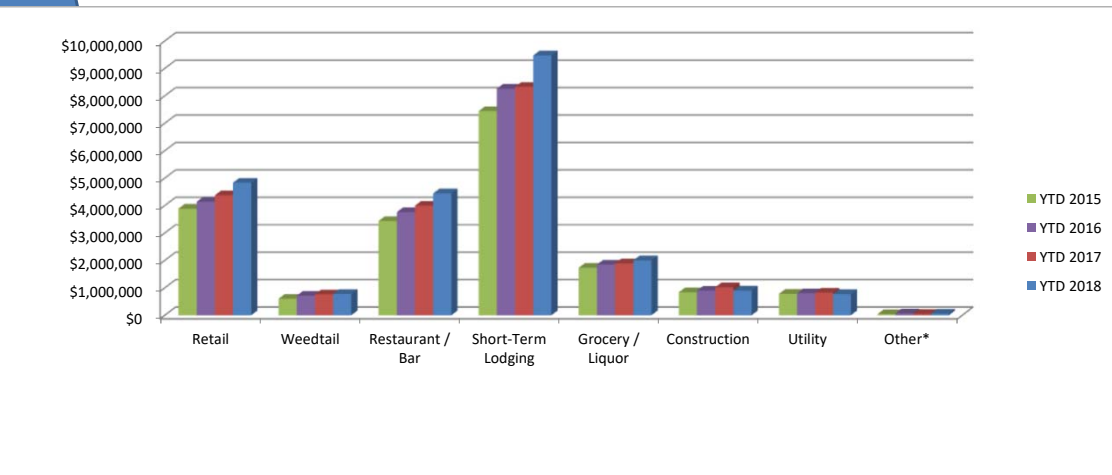
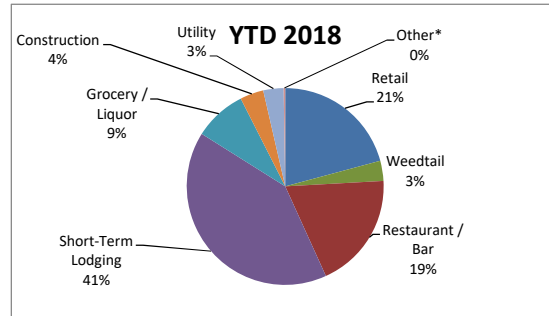
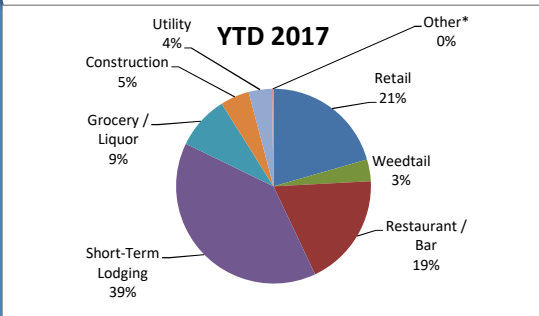


TAXES DUE - SALES, ACCOMMODATIONS, AND MARIJUANA TAXES

Tax Due by Industry-YTD

Description	YTD 2015	YTD 2016	YTD 2017	2017		2017/2018		2018
				% of Total	YTD 2018	\$ Change	% Change	
Retail	\$3,886,531	\$4,134,940	\$4,372,237	20.59%	\$4,832,492	\$460,255	10.53%	20.78%
Weedtail	\$600,036	\$713,785	\$761,466	3.59%	\$777,048	\$15,582	2.05%	3.34%
Restaurant / Bar	\$3,434,907	\$3,756,935	\$3,994,517	18.81%	\$4,441,979	\$447,462	11.20%	19.10%
Short-Term Lodging	\$7,441,141	\$8,258,456	\$8,326,214	39.20%	\$9,470,371	\$1,144,156	13.74%	40.72%
Grocery / Liquor	\$1,732,548	\$1,846,226	\$1,891,367	8.91%	\$2,000,296	\$108,929	5.76%	8.60%
Construction	\$837,443	\$896,842	\$1,018,682	4.80%	\$902,099	(\$116,583)	-11.44%	3.88%
Utility	\$778,737	\$799,165	\$825,337	3.89%	\$774,906	(\$50,431)	-6.11%	3.33%
Other*	\$42,632	\$68,114	\$49,476	0.23%	\$57,827	\$8,351	16.88%	0.25%
Total	\$18,753,975	\$20,474,463	\$21,239,296	100.00%	\$23,257,017	\$2,017,721	9.50%	100.00%

* Other includes activities in Automobiles and Undefined Sales.



Items of Note:

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

General Fund Revenues Summary

September 30, 2018

These next two pages report on 2018 year-to-date financials for the General Fund. This area contains most "Government Services," such as public works, police, community development, planning, recreation, facilities, and administrative functions.

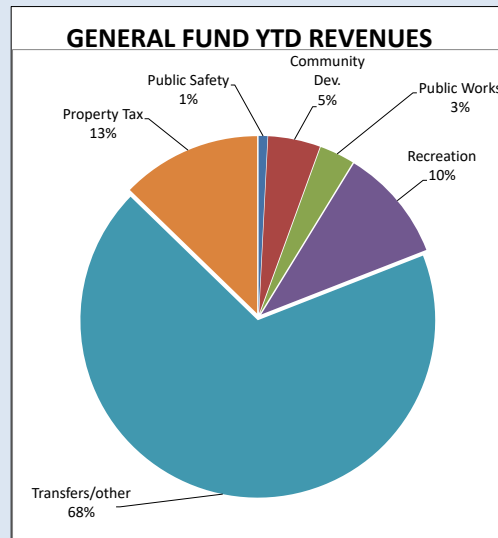
General Fund Revenue: At the end of September, the Town's General Fund was at 84% of YTD budget (\$20.9M actual vs. \$24.9M budgeted).

A shortage of \$3.8M versus budget exists due to the reduction of the transfer from Housing to General Fund in 2018. The transfer was reduced from a budgeted \$10.5M to \$5.5M. This difference will exist throughout 2018.

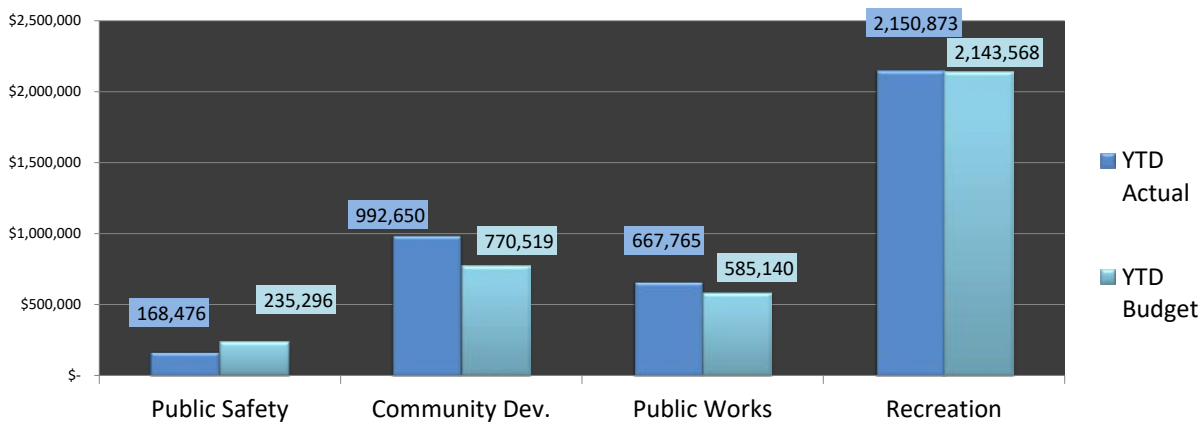
Property Tax collections are under budget due to the timing of Summit County collections.

Community Development is over budget due to Electrical Fees and Planning Fees being over budget.

Public Works is over budget due to the additional payment of HUTF funds related to SB 18-001, to fund local transportation infrastructure.



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



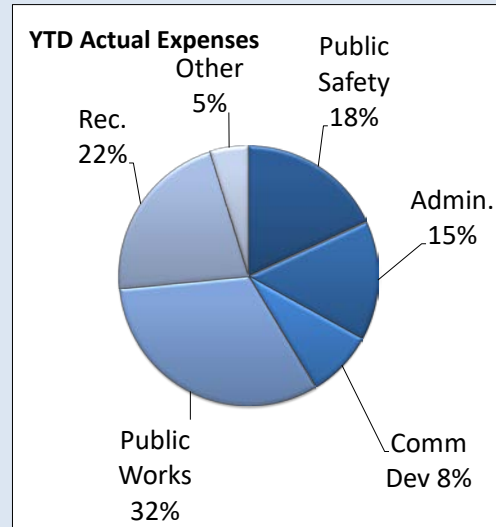
General Fund Expenditures Summary

September 30, 2018

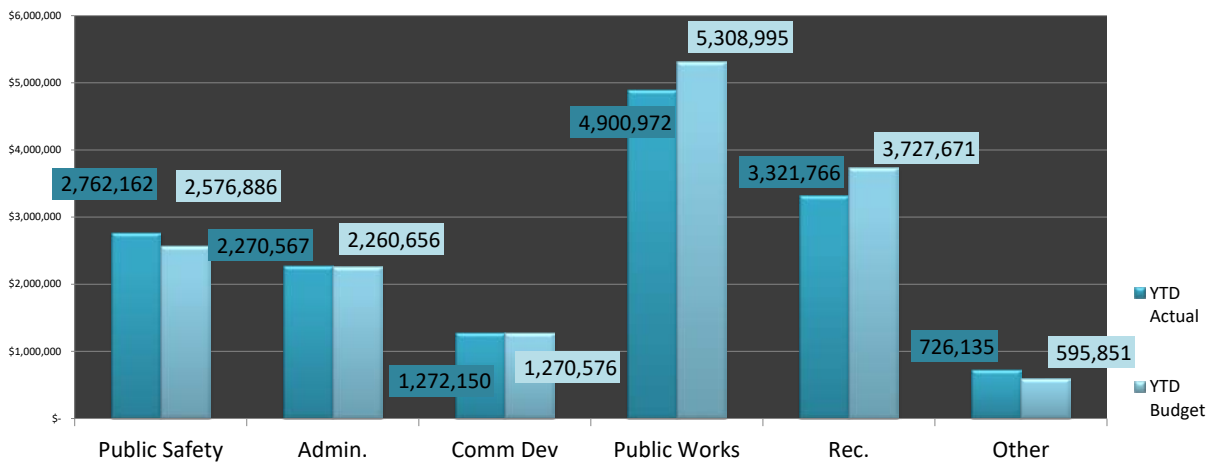
The General Fund as of September 30, 2018 was at 96.9% of budgeted expense (\$15.3M actual vs. \$15.7M budgeted). The below graphs represent the cost of providing the services contained in this fund (Public Safety, Recreation, Public Works, Community Development, and Administration).

Variance Explanations:

The main factor in departmental variances are differences in actual personnel costs versus budgeted personnel costs.



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



Combined Statement of Revenues and Expenditures

All Funds September 30, 2018

REVENUE	YTD Actual	YTD Budget	% of YTD Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 30,645,364	\$ 27,981,463	110%	\$ 40,449,945
2 Special Revenue	22,300,487	18,974,877	118%	33,120,596
3 Internal Service	4,064,272	4,007,590	101%	5,519,445
4 Subtotal General Governmental	\$ 57,010,123	\$ 50,963,930	112%	\$ 79,089,986
5 Capital Projects	51,584	40,806	126%	50,000
Enterprise Funds				
6 Utility Fund	3,648,527	57,036,233	6%	58,487,707
7 Golf	2,814,888	2,582,558	109%	2,628,335
8 Cemetery	6,525	14,157	46%	21,300
9 Subtotal Enterprise Funds	\$ 6,469,940	\$ 59,632,948	11%	\$ 61,137,342
10 TOTAL REVENUE	63,531,647	110,637,684	57%	140,277,328
11 Internal Transfers	22,371,557	26,037,149	86%	34,959,780
12 TOTAL REVENUE incl. x-fers	\$ 85,903,204	\$ 136,674,833	63%	\$ 175,237,108
EXPENDITURES				
	YTD Actual	YTD Budget	% of Bud.	Annual Bud.
General Governmental				
1 Gen/Excise/MMJ/Child Cr/Spec Prj	\$ 19,341,089	\$ 19,580,299	99%	\$ 27,099,286
2 Special Revenue	20,029,173	21,126,919	95%	30,238,992
3 Internal Service	3,701,164	4,044,972	92%	5,409,021
4 Subtotal General Governmental	\$ 43,071,426	\$ 44,752,190	96%	\$ 62,747,299
5 Capital Projects	6,791,337	4,768,000	142%	4,768,000
Enterprise Funds				
6 Utility Fund	15,000,398	34,174,994	44%	54,421,292
7 Golf	2,497,805	2,453,539	102%	3,129,740
8 Cemetery	0	1,000	0%	24,500
9 Subtotal Enterprise Funds	\$ 17,498,203	\$ 36,629,533	48%	\$ 57,575,532
10 TOTAL EXPENDITURES	67,360,967	86,149,723	78%	125,090,831
11 Internal Transfers	22,371,557	26,037,149	86%	35,049,110
12 TOTAL EXPENDITURES incl. x-fers	\$ 89,732,523	\$ 112,186,872	80%	\$ 160,139,941
13 TOTAL REVENUE less EXPEND.	\$ (3,829,320)	\$ 24,487,961	N/A	\$ 15,097,167

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

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

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

ALL FUNDS REPORT

September 30, 2018

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

Governmental Funds:

General Fund:

- Revenue:
 - Under budget by \$3.5M. Please see General Fund Revenue page for more detail.
- Expense:
 - Under budget by \$500k. See General Fund Expense page of this report for more details.

Excise Fund:

- Revenue:
 - Ahead of budget by \$2.6M - see Executive Summary or Tax Basics for more information.

Capital Fund:

- Revenue:
 - The Combined Statement does not include transfers (appx. \$4.7M).
- Expense:
 - Over budget due to supplemental appropriations presented to Council, but not yet formally adopted by resolution.

Special Revenue Funds:

- Revenue:
 - Sales taxes are above budget.

Enterprise Funds:

Utility:

- Revenue:
 - The fund is under budget due to the 2017 receipt of new water plant debt proceeds budgeted in 2018. This variance will continue throughout the year.
- Expense:
 - Under budget due to timing of new water plant related expenses.

Golf:

- Expense:
 - Over budget due to the timing of budgeted building improvements.

Internal Service Funds:

- Revenue:
 - Over budgeted due to insurance recoveries. This revenue also has related expenses.

Internal Transfers:

- As noted on the General Fund Revenues page, the transfer from Housing to General Fund is under budget due to a reduction in the transfer from \$10.5M to \$5.5M. This has an equal effect on revenue and expenditures.

Fund Descriptions:

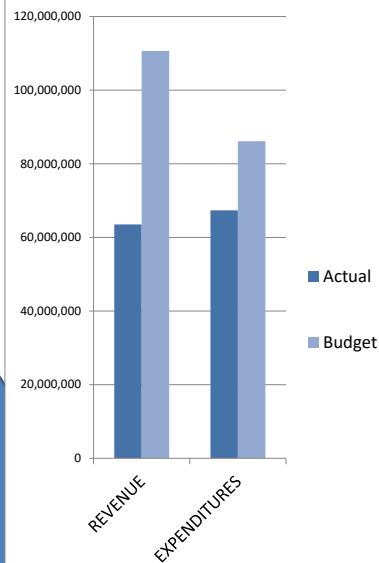
General Governmental - General, Excise, Capital, Special Projects, Child Care, Marijuana

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

Enterprise Funds: Golf, Utility, Cemetery

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

YTD Actual Revenues and Expenditures vs. Budget



THE

BRECK EPIC

MTB STAGE RACE

2017/2018
recap



BRK  EPIC

PHOTO: Devon Balet

107

OVERVIEW

2017: a banner year for the Epic. With a record field of nearly 600 athletes, the race's 9th iteration delivered on all fronts, hosting the continent's best male and female riders from MTB, road and cyclocross.

PHOTO: Liam Doran

2018: a critical transition and a year of reflection. With the generosity and guidance of the community, we were able to better align our goals with those of the town, ultimately readjusting our sights for a banner 2019.

MAJOR MARKETING INITIATIVES

2017: “The Race of Thrones” – a pro and influencer initiative that awarded complimentary entries to the top 10 men and women riders with the largest and best social followings.

2018: Video & imagery initiative. Epic’s content team produced daily video recaps, image galleries & human interest vignettes. Video was edited for broadcast placement with additional content archived for future distribution throughout the upcoming year.

PARTICIPATION

2017

**576 participants
1901 attendees**

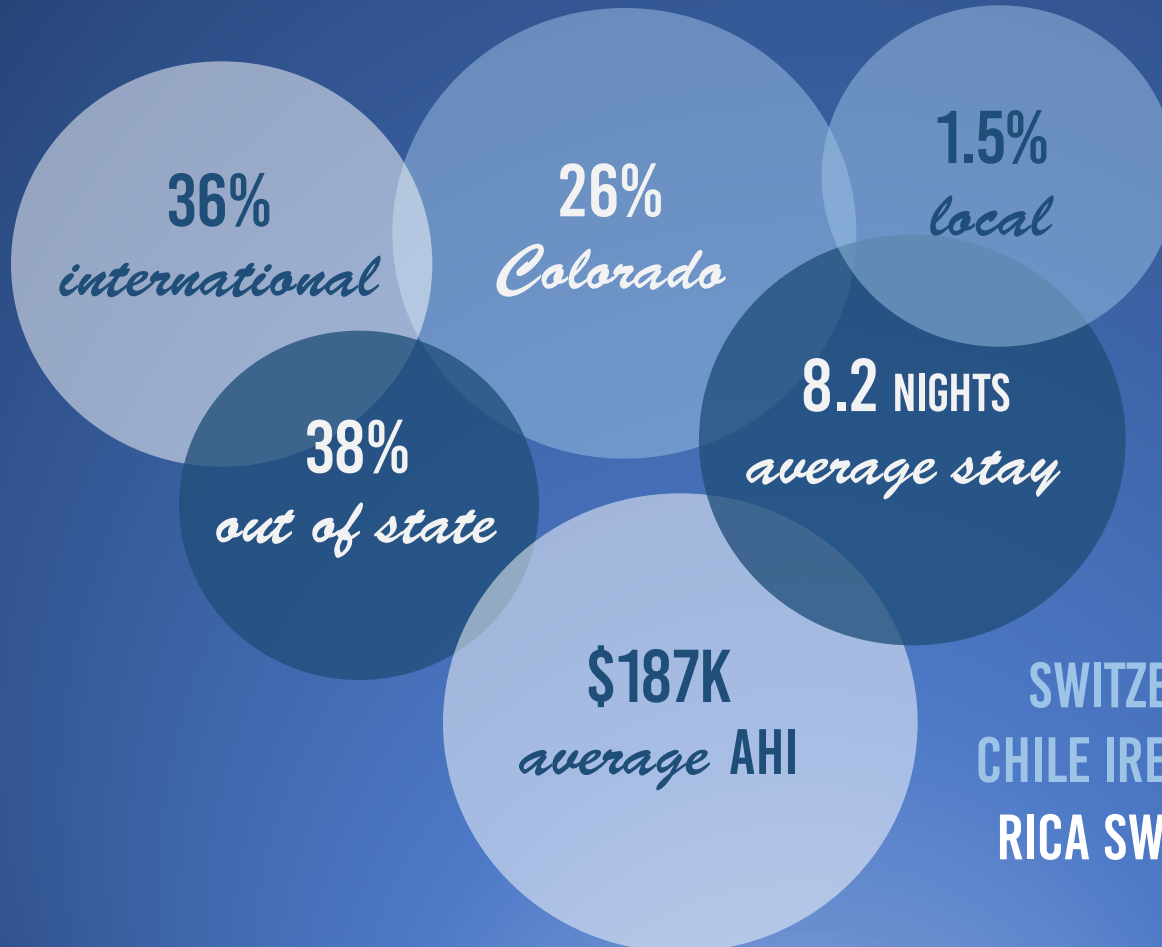
2018

**432 participants
1426 attendees**

BRK  EPIC

PHOTO: Eddie Clark

BETTER *is* BETTER



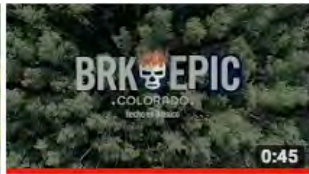
GREAT BRITAIN
GERMANY ITALY
FRANCE COLUMBIA
SPAIN NEW ZEALAND
ANGOLA KENYA CANADA
PORTUGAL SOUTH AFRICA
SWITZERLAND DENMARK BRAZIL
CHILE IRELAND GUATEMALA COSTA
RICA SWEDEN AUSTRALIA MEXICO



VIDEO *killed* THE RADIO STAR



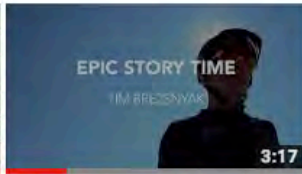
Jamie Henkel Full
640 views • 1 month ago



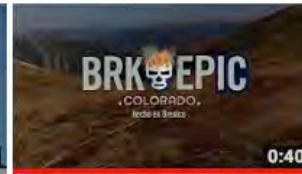
2018 Breck Epic Stage 6:
GOLD DUST (30 second...
130 views • 1 month ago



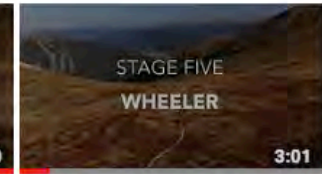
2018 Breck Epic Stage 6:
GOLD DUST
4.7K views • 1 month ago



Epic Story Time with Tim
Breznsnyak Full
335 views • 1 month ago



2018 Breck Epic Stage 1:
Pennsylvania Creek (30...
71 views • 1 month ago



2018 Breck Epic Stage 5:
WHEELER
6.2K views • 1 month ago



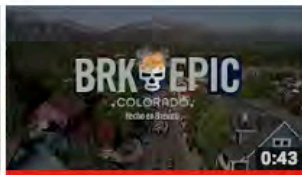
Epic Story Time With Nancy
Gray
368 views • 2 months ago



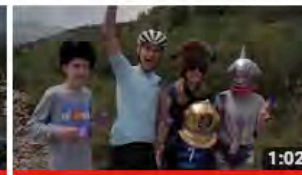
Epic Story Time With Nancy
Gray 30 seconds
38 views • 2 months ago



2018 Breck Epic Stage 4:
AQUEDUCT
5.2K views • 2 months ago



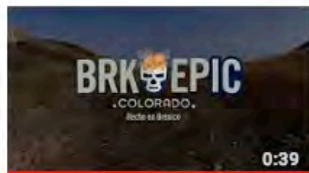
2018 Breck Epic Stage 4:
AQUEDUCT (30 second...
46 views • 2 months ago



Epic Story Time with the
McGuires
244 views • 2 months ago



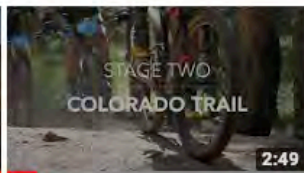
Epic Story Time with the
McGuires 30 seconds
34 views • 2 months ago



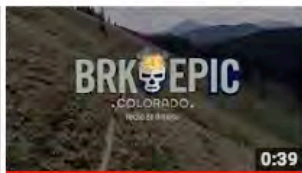
2018 Breck Epic Stage 3MT
GUYOT (30 second teaser)
55 views • 2 months ago



2018 Breck Epic Stage 3: MT
GUYOT
6.1K views • 2 months ago



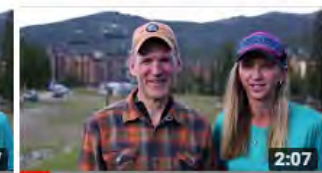
2018 Breck Epic Stage 2: THE
CO TRAIL
6.7K views • 2 months ago



2018 Breck Epic Stage 2: THE
CO TRAIL (30 second teaser)
79 views • 2 months ago



Epic Story Time Raborn
Racing Duo 30 seconds
40 views • 2 months ago



Epic Story Time Raborn
Racing Duo
592 views • 2 months ago

SUCCESSSES



ADDITION
OF MEDIA
PLANNER

TOP TIER
UCI
EVENT IN
2019

ENTRIES
PACING
WELL
VERSUS
2017

NEW
ALLIES IN
USAC &
UCI

POTENTIAL
LONGTERM
MEDIA
PARTNER

DISTILLED
VISION
FOR 2019

PHOTO: Eddie Clark

SOCIAL MEDIA



	2017	2018 (YTD)
VIDEOS	-	40,000+
VIDEOS	-	21
MINUTES VIEWED	-	107,775
HOURS VIEWED	-	1,796
UNRELEASED VIDEOS	-	7*
BROADCAST PLACEMENT	-	<i>pending!</i>

*Includes 22-minute broadcast piece. Potential partners include Red Bull TV and Outside Magazine TV

BUDGET - MARKETING



Media Planner	2,500	staff		
Video & Photography Content Team	50,000	staff		
PR staff & Social Team	3,600	staff		
Staff Lodging	3,846	staff	total staff	<u>\$59,946</u>
VeloNews Spend	7,500	distribution		
VeloNews Boosted Spend	2,600	distribution		
BIKE MAG Spend Spend	5,000	distribution		
Bike Mag Boosted Spend	1,950	distribution		
Social Spend (August)	2,981	distribution		
Social Spend (Sep-Dec, 2018)	2,000	distribution		
Social Spend (Jan-Mar, 2019)	2,000	distribution		
Social Spend (Apr-July, 2019)	2,000	distribution		
Database Marketing	2,400	distribution	total distribution	<u>\$28,431</u>
Media Hosting - 2018*	3,926	media relations/PR		
Media Hosting - 2019**	8,000	media relations/PR	total PR	<u>\$11,926</u>
	\$100,303			<u>\$100,303</u>
* air, lodging, meals, VIK				
** forecasted				

SOCIAL MEDIA/WEB



	2017	2018 (YTD)
FOLLOWERS	1947	2724
FOLLOWERS	2247	3805
PAGE VIEWS YTD	107,436	95,465
PAGE VIEWS - AUGUST	184,544	177,781
PAGE VIEWS - ANNUAL	204,000	181,000

SOCIAL MEDIA



	2017	2018 (YTD)
FOLLOWERS	12,646	14,625
ORGANIC REACH (AUG)	-	21
PAID REACH (AUG)	-	107,775
POSTS - TOTAL	151	175
REACH – UNIQUE USERS	868,724	(YTD) 814,396
REACH - TOTAL	1,394,460	(YTD) 1,194,902
CLICKS - TOTAL	132,855	(YTD) 147,915
CTR - TOTAL	9.53%	12.38%

EARNED & PAID MEDIA



	2017	2018 (YTD)
TOTAL SPEND	\$1,904	\$24,700
PLACEMENTS – TOTAL	27	56
EARNED	27	45
PAID	-	11
DOMESTIC	20	44
INTERNATIONAL	7	12
ONLINE	21	53
PRINT	6	4
REACH	14M	32M
ADV. EQUIVALENCY	\$335K	\$610K

EARNED & PAID MEDIA



DATE	OUTLET	COUNTRY	MEDIUM	REACH	MEDIA VALUE	LINK
11-Mar-17	VeloNews		online	192000	17000	Breck Epic unveils pro field, athlete tracking system
4-May-17	Mountain Bike UK	United Kingdom	print	276000	12590	premier stage race
30-May-17	Dirt Rag		online	67000	3900	It Sounded Like A Good Idea: The Beginning
15-Jun-17	9News.com		broadcast			Breckenridge hosts part of another Colorado professional cycling race
17-Jun-17	Bike Mag - DE	Germany	print	989000	36000	print - race overview
17-Jun-17	Dirt Rag		online	67000	3900	It Sounded Like A Good Idea: Love
23-Jun-17	SingleTrackWorld.co m	United Kingdom	online	492000		race preview Mountain Soul: From the Breck Epic to Keystone Strider races, Breck is
23-Jun-17	Summit Daily News		online	35000	2400	...
27-Jul-17	Bike Mag - FR	France	print	736000	27000	race preview
27-Jul-17	Outside Magazine		print	882000	52000	The Cycle Life
31-Jul-17	Dirt Rag		online	67000	3900	It Sounded Like A Good Idea: Leadville Stage Race Final Day
4-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage One, Pennsylvania Creek - Race Recap - Pinkbike
10-Aug-17	MTBRaceNews.com		online	24000		Breck Epic MTB Race News
11-Aug-17	GoreBikeWear.com		online	23000		Preparing for the Breck Epic – Colorado's Six-Day High Country Classic
11-Aug-17	MTB Rider	United Kingdom	print	342000		
11-Aug-17	velocio.cc		online			Olivia Dillon on the Breck Epic Velocio
14-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage One, Pennsylvania Creek - Race Recap
15-Aug-17	Vail Daily		online	35000	2400	Eagle-Vail rider going for the win at Breck Epic mountain bike race
16-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage Three, Mt. Guyot - Race Recap
16-Aug-17	VeloNews		online	192000	17000	Sitting in with Barry Wicks
18-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage Four, The Aqueduct - Race Recap
18-Aug-17	The Know		online			Breck Epic bike race: "The burliest representation of hardcore ...
19-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage 5, Wheeler - Race Recap
20-Aug-17	MTBMag.com	United Kingdom	online	176000		
20-Aug-17	PinkBike.com		online	1400500	22000	Breck Epic: Stage 6, Gold Dust - Race Recap
26-Aug-17	Bicycling		online	785000	32000	This is Your Body On Altitude
9-Sep-17	Mountain Bike UK	United Kingdom	print	276000	12590	general article - stage race feature
				14,059,000	\$354,680	

OUTLET	COUNTRY	MEDIUM	REACH	LINK	MEDIA VALUE
8-Jan-18 Bicycling		online	785000	Smash Your Limits With This New Strength-Training Plan for Cyclists	32000
15-Feb-18 VeloNews		online	192000	The Dirt: Kabush to ride Yeti; more gravel and MTB news	17000
21-Feb-18 FanSided		online	15000000	Kikkan Randall, Coolest Mom, Just ended Team USA's cross-country ...	62000
15-Mar-18 PinkBike		online	1400500	MTB Legends Tomi & Pau Misser Rediscover Their Old Training ...	22000
16-May-18 Outside Magazine		online	882000	Out of Bounds	52000
24-May-18 Summit Daily News		online	35000	Breckenridge to hold community meeting Thursday to talk future of ...	2400
25-May-18 Aspen Times		online	35000	Ironman wants to partner with Breck Epic to create premier MTB race	2400
6-Jun-18 VeloNews		online	192000	Ageless Kabush keeps on rolling	17000
6-Jul-18 Summit Daily News		online	35000	Breckenridge wrestles with idea of proposed Ironman takeover of ...	2400
8-Jul-18 Fat Cyclist		podcast	3500		
10-Jul-18 MTB Report		podcast	425000	6500 discussion of Epic's potential sale	
10-Jul-18 SingleTrackWorld.com	United Kingdom	online	492000	race overview	
10-Jul-18 Summit Daily News		online	35000	Ironman's efforts to buy Breck Epic mountain bike race fail	2400
11-Jul-18 Summit Daily News		online	35000	Sony Ironman, Breck Epic will stay 'true,' founder says	2400
12-Jul-18 CyclingTips.com		online	376000	Hectic day at the Tour: Van Vleuten crushes Giro Rosa TT: Daily News ...	12000
20-Jul-18 VeloNews		online	192000	The Dirt: What it's like to be a pro e-MTB rider: World Cup roundup	17000
23-Jul-18 Summit Daily News		online	35000	After Breck Epic falls through, Ironman vows to pursue other options	2400
31-Jul-18 VeloNews		online	192000	Breck Epic 2017 gallery: High-altitude MTB heaven	17000
3-Aug-18 VeloNews		online	192000	Preview: 10th Breck Epic rich with classic singletrack	17000
4-Aug-18 BoulderDailyCamera		online	232000	Boulder cyclist to ride Leadville 100 on 35-year-old, vintage mountain ...	6500
5-Aug-18 MTB Report		podcast	425000	6500 discussion of Epic's response to Ironman	
6-Aug-18 Summit Daily News		online	35000	Epic trails: More than 400 mountain bikers take on Breck Epic multi ...	2400
6-Aug-18 VeloNews		online	192000	Breck Epic Basics: The packing list	17000
6-Aug-18 VeloNews		online	192000	Breck Epic: Early rain can't dampen stage 1 sprints	17000
7-Aug-18 VeloNews		online	192000	Breck Epic Basics: Nutrition for the long haul	17000
7-Aug-18 VeloNews		podcast	192000	IN podcast ep. 107: The importance of Yates'suelta victory	17000
8-Aug-18 VeloNews		online	192000	The Dirt: Jeremiah Bishop on the evolution of endurance MTB	17000
9-Aug-18 MTBR.com		online	198000	Breck Epic Stage 4 video highlights - Mountain Bike Review- Mtrb.com	
9-Aug-18 Summit Daily News		online	35000	Breck Epic: Pro leaders extend margins on Stage 4	2400
9-Aug-18 Summit Daily News		online	35000	Kenyan mountain biker describes the long and winding road to race at ...	2400
9-Aug-18 Summit Daily News		online		Kenyan mountain biker describes the long and winding road to race at ...	
9-Aug-18 VeloNews		online	192000	Down to the wire in Breck Epic stage 4	17000
9-Aug-18 VeloNews		online	192000	Breck Epic Basics: Pacing for a six-day race	17000
10-Aug-18 Fat Cyclist		podcast	3500		
10-Aug-18 PinkBike		online	1400500	22000 post - photo essay	
10-Aug-18 Summit Daily News		online	35000	Wheeler fever: Breck Epic's penultimate day tackles iconic Wheeler P...	2400
10-Aug-18 VeloNews		online	192000	Breck Epic Basics: Recovery, or how the race is won in bed	17000
10-Aug-18 VeloNews		online	192000	Breck Epic stage 5 climbs wonderful Wheeler	17000
10-Aug-18 VeloNews		online	192000	The Dirt: Courtney 10th at Albstadt World Cup, Ironman may take over ...	17000
11-Aug-18 MarathonMTB.com		online	36000	Breck Epic Stage 4- Aqueduct trail - MarathonMTB.com	1200
11-Aug-18 Mountain Bike UK	United Kingdom	print	276000	12590 cover 2 article	
11-Aug-18 MountainFlyer.com		online	27000	Video: 2018 Breck Epic Stage 5 « Mountain Flyer Magazine	1750
11-Aug-18 Vail Daily		online	35000	The governor's race: Two-time presidential candidate Gary Johnson on ...	2400
12-Aug-18 Bike Magazine		online	189000	Breck Epic: Attaining the Belt Buckle BIKE Magazine	17000
12-Aug-18 TrainRight.com		online		Breck Epic Mountain Bike Race Support 2017 - CTS - Trainright.com	
13-Aug-18 Bike Magazine		online	625000	Breck Epic: Attaining the Belt Buckle	9250
14-Aug-18 Summit Daily News		online	35000	Gold dusty roads: After sixth and final day, Breck Epic crowns champs	2400
14-Aug-18 Summit Daily News		online	35000	At Breck Epic Stage 2, women's pro leader out after broken collarbone ...	2400
18-Aug-18 DenverPost.com		online	1200000	Breck Epic mountain bike stage race in Breckenridge draws 500 cyclists	15400
24-Aug-18 TrainingPeaks.com		online		TrainingPeaks After Hours: Dave's Breck Epic Prep TrainingPeaks	
12-Sep-18 VeloNews		print	192000	17000 "Better is Better" - full back page (cover 3) placement	
17-Sep-18 VeloNews		online	192000	Why the Breck Epic said no to Ironman	17000
21-Sep-18 Gear Junkie		online	2300000	Dirty Kanza Gravel Bike Classic Acquired By Life Time Fitness	4500
21-Sep-18 Gear Junkie		online	2300000	Dirty Kanza Gravel Bike Classic Acquired By Life Time Fitness	4500
22-Sep-18 TheFeed.com		online		Gear up for the Breck Epic like a PRO! - The Feed	
24-May-18 PostIndependent.com		online	35000	Ironman wants to partner with Breck Epic to create North America's ...	2400
			32,330,000		\$610,290

EARNED & PAID MEDIA (YTD)



2018 REACH	2018 VALUE
32,330,000	\$610,290

**Media equivalencies are relatively standardized regardless of who's tracking the numbers. If you have to place a number on it, here it is. By definition however (and universally acknowledged within PR circles), is the fact that actual value is open to interpretation...and varies widely.*



BRK  **EPIC**

PHOTO: Eddie Clark

WITH ASSISTANCE FROM THE TOWN OF BRECKENRIDGE, WE FUNDED A \$100,000+ VIDEO & DISTRIBUTION PROJECT. USING THE TOWN'S CONTRIBUTION AS A CRITICAL STARTING POINT, WE REINVESTED SIGNIFICANTLY TO PRODUCE A YEAR'S WORTH OF CONTENT.

WE USED THE CAPITAL TO RETAIN A VISIONARY AND TALENTED VIDEO AND PHOTOGRAPHY TEAM, MANY OF WHOM ARE THE AUTHORS OF THE IMAGES YOU SEE IN THIS PRESENTATION.

IT IS THEIR WORK THAT'S PLACED THE EPIC INTO A GLOBAL CONVERSATION WITH USA CYCLING, THE UCI, RED BULL MEDIA HOUSE AND MANY MORE. YOU'LL ENJOY MORE EPIC CONTENT AS IT ROLLS OUT OVER THE NEXT SEVERAL MONTHS.

KEY ACHIEVEMENT



#1

BROADCAST: We're in serious conversations with not one, but two broadcast partners (Red Bull Media House and Outside TV). Discussions include pickup of our 2018 broadcast edit, the "Road to Epic" human interest series, and live coverage of the 2019 race.

BRK  **EPIC**

PHOTO: Eddie Clark

KEY ACHIEVEMENT

#2

CONTENT ARCHIVE: We've archived a tremendous amount of content that we're repurposing not just for broadcast, but for our 2019 social media and marketing outreach.

...and yes, that guy in the Breck Epic lucha libre socks *is* former presidential candidate Gary Johnson.

BRK EPIC

PHOTO: Devon Balet

123

KEY ACHIEVEMENT



#3

GLOBAL AUDIENCE: Our UCI inscription for 2019 is confirmed...at the C1 (second highest) level. We've been guaranteed HC (highest) status for 2020. This greatly extends our marketing reach especially into the European, Pan-Asian and South and Central American markets. The 2019 field is going to be absolute bonkers.



BRK  **EPIG**

PHOTO: Eddie Clark

KEY ACHIEVEMENT

#4

PARTNER REACH: We already possess best-in-class endemic partnerships. With the addition of video content those partners are stepping up like never before. With nearly a year to plan, we anticipate extending our reach through partner channels to an unprecedented degree.

BRK EPIC

PHOTO: Eddie Clark

KEY ACHIEVEMENT

#5

COLLABORATION: It's a family affair. We're getting fantastic guidance and insight from the BTO and events committee that help us not just raise the bar, but raise it on Breck's terms. Additionally, we're beginning to see engagement from marketing stakeholders at the state level. They love the quirkiness and prestige, but more importantly, they adore the message of stewardship and responsible use.

BRK  EPIC

PHOTO: Liam Doran

WHERE DO WE GO FROM HERE?

(hint: we think big)



"The Most Important MTB Race in North America"

- **"The Road to Breck Epic"**
A tiered broadcast plan with multiple films, multiple air dates
- **Broadcast partner**
Red Bull TV or Outside Magazine TV
- **High-level UCI Inscription**
- **Large Cash Purse**
- **Enhanced PR Hosting**
- **Venue Refresh**
- **Demo Component**
- **Non-competitive Activities**
- **Spectator Plan**
- **Childcare**
- **Utilization of Strategic Partner Reach**



PHOTO: Devon Balet

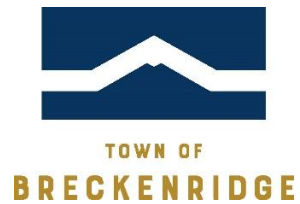


Thanks to you, the sky really
IS the limit. So from all of us
to all of you - *thank you.*

The Breck Epic Team

BRK  **EPIC**

PHOTO: Eddie Clark



Memo

To: Breckenridge Town Council Members
From: Jessie Burley, Sustainability Coordinator
Mark Truckey, Assistant Director of Community Development
Date: October 23, 2108
Subject: 100% Renewable Energy Goal Update

Background

About a year ago, the Town Council took action on two resolutions setting goals to achieve 100 percent renewable energy for Town facilities and operations by 2025 and on a community-wide level by 2035. Since that time, staff has worked towards implementing a program to achieve these goals. This memo is intended to update the Council on the Town's progress towards the renewable energy goals.

Relationship with Xcel Energy

It was recognized early on that a partnership with Xcel Energy, the Town's sole regulated utility provider, would be imperative to achieving the adopted goals. In the past year, staff has established an excellent working relationship with representatives from Xcel, and we have regularly scheduled monthly meetings where we share information and discuss programs with them. The Town and Xcel Energy adopted a Memorandum of Understanding (MOU) in January of 2018 that outlines the intentions of both parties towards achieving our 100 percent goals. The MOU also spurred a subsequent Work Plan that was finalized by staff in September of 2018. The MOU and Work Plan were the first of their kind between Xcel and a municipality in Colorado and have subsequently formed the basis of MOU's and work plans between Xcel Energy and seven other communities in Colorado.

The major topics addressed in the Work Plan include sharing knowledge and setting baselines, increasing Town energy efficiency via existing Xcel Energy programs, setting carbon reduction and energy goals, electrification for transportation, and opportunities to pursue other programs as they're made available.

Breckenridge’s Renewable Energy Portfolio

Town Facilities

Project/Program	kWh	Description
Total Use	5,380,738	Total energy use by Town Facilities in 2017
Solar Gardens	634,409	McCain, Stillson, Lake County production in 2017
PPA Solar	517,889	Solar rooftop and ground mount array production in 2017
Renewable*Connect	733,600	Estimated production when facility comes online 12/18
Total Town-Subscribed Renewables	1,885,898	Combined existing and anticipated renewable kWh
Xcel Grid Mix of Renewables	1,614,221	Currently 30 % of Xcel Energy’s grid is comprised of renewable energy, primarily wind and solar.
Total Renewables for Town Facilities	3,500,119	65%

Working directly with Xcel Energy, the Town was able to secure new renewable energy to power our Town facilities provided through Xcel’s new Renewable*Connect program. With the addition of this program to the other renewable resources listed in the table above, we have reached 35% renewable power for Town facilities and operations. In addition, Xcel Energy’s grid mix of renewable energy is currently at 30%. Therefore, we have effectively reached a **total of 65% renewable energy sources for Town facilities and operations.** A total of 35 Town facilities will be 100% powered by renewable energy once Renewable*Connect comes online in December.

Community-Wide (includes Town Facilities data)

Project/Program	kWh	Description
Total Use	137,280,641	Total energy use community-wide in 2017, including municipal facilities
Windsorce	680,831	Attributed subscriptions to Windsorce for residential, commercial, municipal
Solar Gardens	1,165,574	Attributed subscriptions to Solar Gardens for residential, commercial, municipal
Solar*Rewards	816,645	Attributed subscriptions to rooftop solar for residential, commercial, municipal
Renewable*Connect	733,600	Unknown future commercial and residential subscriptions, number reflects Town estimate
Total Community-Wide Renewables	3,396,650	Combined existing and anticipated renewable kWh
Xcel Grid Mix of Renewables	41,184,192	Currently 30 % of Xcel Energy’s grid is comprised of renewable energy, primarily wind and solar.
Total Renewables for Town-Wide Renewables	44,580,842	32.5%

For renewable power subscribed to by residents and businesses in our community, as well as power brought online by projects initiated by the Town, staff estimates we are at 2.5% renewable energy. Xcel Energy's grid mix is currently at 30% for a **total of 32.5%**. Staff is unsure how many local residents and businesses were able to subscribe to Renewable*Connect program, so the renewable number may increase some based on that level of participation.

Efficiency Savings

In 2011, after significant community input, the Town Council adopted the SustainableBreck Plan which set a goal to reduce the town's carbon footprint and increase renewable energy use. Programs implemented toward achieving energy savings include the Energy Smart residential energy efficiency program, Resource Wise sustainable business program, LED light bulb giveaways, and Town facility energy efficiency projects. Since 2015, our businesses and residents have completed 145 and 179 energy projects respectively, saved 5,624,622 total kWh, and Xcel Energy has rebated \$589,913 back into the community. In addition, since 2007, we have reduced overall energy consumption by 15% from 6,315,217 kWh to 5,380,738 kWh through efficiency projects and despite increased demand for services in the community.

Staff has focused an equal effort on energy efficiency and savings. Working with partners at High Country Conservation Center, the Energy Smart Residential Program and the Resource Wise sustainable business program both help reduce energy use and costs to residents and businesses. In addition, Xcel Energy has additional programs that are available to customers, including to the Town for facility upgrades. Staff has started doing lighting retrofits at Public Works Admin and has a list of top priority facilities to address in 2018/2019 including Kingdom Park, Town Hall, Steven C. West, and the Golf Course Clubhouse. Since 2015, these programs have helped save over 5.6 million kWh and \$589,000. That's the equivalent of 4.5 million pounds of coal burned or the annual energy use for 450 homes. These energy efficiency programs are just as important as the new renewable energy programs, as every kWh saved is one less that we need to worry about being converted to renewables.

Despite our efforts to reduce overall energy use, we anticipate that the Town's energy load will increase once the new water treatment plant is completed. In particular, the pump systems associated with the plant will be some of the largest energy consumers that the Town has. Thus, although we are making significant progress towards our renewable goals, we recognize there will be more electric power that needs to be offset by renewables as new facilities come online.

Future Opportunities and Projects

As we move towards our goals, there are a number of projects (listed below) that staff has in various stages of development, many in coordination with Xcel Energy. Research is being conducted as well as outreach to solar developers for information and feasibility assessments. Some opportunities on this list are future technologies and/or policies that are being explored by Xcel, which the Town will seek to support at the Public Utilities Commission (PUC) level for our mutual benefit.

Solar Gardens in Adjacent Counties – Staff has been approached by Clean Energy Collective about being an anchor tenant for a solar garden in Lake County.

Power Purchase Agreement/Rooftop Solar – Staff is actively exploring opportunities for solar on existing and new municipal facilities, ground mount, and workforce housing. We hope to enter into an arrangement similar to the Power Purchase Agreement in 2011 that resulted in about 500 kw of solar power.

Renewable*Connect + WindSource – Staff will make an effort to educate the residential and commercial sectors about subscription based existing programs and will monitor opportunities for additional subscriptions for Town facilities.

Solar Forward – Residential and commercial group buying program and education campaign expected to launch in Spring of 2019.

SolSmart – Town certification for being a solar friendly community that provides technical assistance and eases barriers for residents and businesses to install solar.

Electrification – An Electric Vehicle (EV) readiness planning process and background research is underway by staff. Among other things the planning will identify locations for additional EV charging stations in Town.

Small Scale Hydro – Background information is being gathered by staff to determine if a feasibility study can be done for two existing conduit pressure reducing valve locations. This is dependent on modeling flows.

Grid Storage/Smart Grid – Battery technology is evolving and can help shave peak demand use. Staff will continue to monitor how this technology progresses and how it can be applied in Breckenridge and opportunities for pilot programs with Xcel and others.

Council Action

This memo is intended as an update only and no Council action is required at this time. Staff welcomes any input the Council may have regarding our existing and future efforts towards our renewable energy goals.



Memo

To: Town Council
From: Troll Task Force
Date: 10/18/2018
Subject: Isak Heartstone Troll Discussion

Summary

Staff is updating Town Council on the Breck Create project Isak Heartstone, a 15-foot tall troll sculpture that was constructed in August along the Wellington Trail. Community impacts from the popular trailside art installation have prompted public feedback regarding the logistical management of the troll, and the troll's lifespan. Staff seeks Council direction on potential next steps for the troll art installation.

Background

Isak Heartstone was constructed by well-known Danish artist Thomas Dambo and commissioned by BreckCreate as part of the Breckenridge International Festival of the Arts (BIFA). For the past several years, BIFA has included Trail Mix: multiple artistic installations and performances designed to promote Breckenridge art and culture in trailside locations. In 2018, Isak Heartstone, along the Wellington Trail, proved exceptionally popular, likely due to extensive Front Range-based television coverage and social media exposure.

Logistics

The high popularity of the troll has prompted logistical challenges, solutions to which Town staff has worked since early August to address.

- **Traffic:** Visitors seeking the popular art installation have increased local traffic congestion (circling), particularly on weekends.
- **Parking:** Although the trailside troll is intended to be accessed by foot, parking has become an issue, with the parking area by the Wellington Bike Park overflowing onto Stables Drive, Bridge Street, Wellington Road, and Reiling Road. Also, the private permit-only Wellington Neighborhood parking on the easternmost end of the subdivision has at times experienced public parking violations.
- **Wayfinding** along the trail to the troll has proven challenging for some visitors.
- **Nuisance behaviors** have occurred including noise generation, trespassing, litter, dog waste, off-leash dogs, etc.

Public Comment/Input

As with all BIFA outdoor installations, the troll was reviewed as part of the Town's Special Event Permit process and by BOSAC at its January, June, and August meetings. The Wellington Neighborhood Board was also informed of the troll prior to its installation. The BreckCreate [website](#) featured a description of the troll and a Summit Daily News [article](#) was published while the troll was under construction. Front Range-based television stations, including [9News](#), [CBS4](#), and [KDVR](#) have all covered the troll as a local interest story and social media outlets have [promoted](#) it heavily.

Multiple local citizens have commented to Town Council and staff regarding the troll, with both support and opposition represented. The most ardent citizen concerns have come from those most directly affected by the crowd-based impacts, particularly homeowners in close proximity to the Wellington Trail and the designated parking area by the bike park. A citizen-led social media survey of Wellington Neighborhood residents received 42 responses. The results of this informal survey, including the comments, were distributed to BreckCreate staff and Town Council. Neighborhood residents generally favored the art installation, but those neighbors most directly impacted by the troll-seeking crowds expressed strong opposition to its presence. Finally, at the October 9th Town Council meeting, three community members spoke during the public comment period, which was summarized in a second Summit Daily News [article](#) on October 12th. A second wave of media reports covering the public opposition to the sculpture ran on [9News](#), [CBS4](#), [Denver Post](#) and in various statewide publications between Oct 12-15th.

BreckCreate and Staff Response

In response to the visitation, logistical challenges, and public interest in the troll, BreckCreate and Town staff members have responded by:

- Increasing the police and staff presence and parking enforcement, especially during weekends and popular times.
- Adding trash cans at the bottom of the Wellington Trail and at the French Gulch bus stop.
- Using a variable message board sign to direct troll seekers to park in the S. Gondola Lot and use the Freeride Purple bus route to reduce vehicular traffic in the area.
- Clearly designating and signing parking and no parking areas along Stables Drive. Installing road signs to discourage public parking in the Wellington Neighborhood private, permit-only parking areas.
- Distributing a flyer about the troll with bus route and parking directions.
- Installing multiple “This Way to the Troll” signs along the trail to assist with trail-based wayfinding.
- Constructing buck and rail fencing to encourage on-trail travel and discourage trespassing.
- Creating a “How to Find the Breckenridge Troll” [webpage](#) on the GoBreck website.

Management Options

Town staff has worked with BreckCreate to understand, articulate, and respond to the expressed public concerns over the troll.

Staff outlines three primary options for managing the troll, all of which will require resources to implement:

1. Deinstall the troll and remove all materials from the trailside location. Provide a clear timeline for the removal, given weather and logistical considerations.
2. Attempt to disassemble and relocate the troll to another location with more parking access and a clear management approach to consider the costs, logistical challenges, and artist vision.
3. Retain the troll in its current location and manage the impacts associated with troll visitation. Evaluate the success of mitigation efforts and determine the installation’s lifespan.

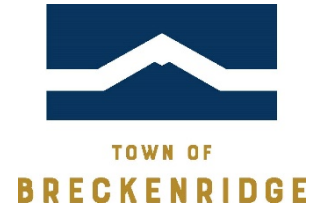
Staff has brainstormed several options for further managing the troll logistics, including:

- Increasing public education efforts at the Welcome Center, on the bus, and in the media.
- Adding additional regulatory, wayfinding, and “be a good neighbor” signs to encourage appropriate visitor behavior.
- Installing additional trash cans, dog poop pick up stations, and fencing.
- Increasing police coverage of the area, particularly during popular times.
- Posting volunteers at the troll and along the Wellington Trail during popular times to assist with interpretation and visitor behavior.

Next Steps

The unprecedented popularity of this trailside art installation has prompted considerable discussion about the troll and its effects on the community, both positive and negative. Based on the initial success of efforts to address the logistical challenges with the art installation, staff recommends retaining the troll in its place and monitoring traffic and impacts through the winter season, with a reevaluation in the spring. In addition, an important follow up exercise will include working with BreckCreate to debrief the response to this artwork, learn from this version of Trail Mix, and anticipate future logistical challenges for trailside art installations.

Staff seeks Council direction to inform BreckCreate staff about preferred next steps with the Isak Heartstone installation in the coming days.



Memo

To: Breckenridge Town Council Members
From: Julia Puester, Planning Manager
Date: 10/17/2018
Subject: Appointment of Planning Commission Members

On October 8 a sub-committee consisting of Erin Gigliello, Peter Grosshuesch, Mark Truckey and Julia Puester, met and interviewed five applicants for the four vacancies on the Planning Commission. The four vacancies are due to members four year terms expiring in November 2018. (Mike Giller, Ron Schuman, Christie Mathews-Leidal, and Gretchen Dudney). There are seven appointed members on the Planning Commission. The remaining three seats will expire in 2020, one of which will be term limited (Dan Schroeder).

Interviews were conducted with the following applicants:

Mike Giller (current Commissioner)
Ron Schuman (current Commissioner)
Christie Mathews-Leidal (current Commissioner)
Lee Edwards
H. Lowell Moore

The subcommittee is recommending the following four applicants for appointment by the Town Council:

H. Lowell Moore
Mike Giller
Ron Schuman
Christie Mathews-Leidal

Staff has attached the letters of interest received for all applicants and will be available at the meeting if there are any questions.

September 27, 2018

Community Development Department
Town of Breckenridge, Colorado
websitecommdev@townofbreckenridge.com

Mike Giller
306 South Ridge Street
Breckenridge, Colorado 80424
303.503.5762
Mike_Giller@comcast.net

Dear Reader,

The Town of Breckenridge Planning Commission vacancy is of great interest to me and I am submitting this letter of interest for consideration. I have served as Planning Commissioner for the Town from March 2016 to present. In service I've been fortunate to learn about the past and future of Breckenridge and how to interpret and apply the Town's plans and code in consideration of projects.

The Notice of Vacancy seeks experience in many areas of planning, design, construction, and cultural resources. In my 30 years of public service for the National Park Service, and four years private sector consulting engineering experience in telecommunications, I have been fortunate to serve on many projects where the public trust and resource stewardship guide the work. I hold a BS in Architectural Engineering, a five year degree combining architecture and civil engineering.

The training opportunities of the position are important and informative, and I've learned from the following; American Planning Association Colorado chapter annual conference, History Colorado's Saving Places annual conference, workshops with Town staff and with other ski towns, and other individual planning commissioner training events. I value and appreciate these learning opportunities.

Thanks for the opportunity to express my interest in the position. I trust that my service on the Commission and professional experience may benefit the Town of Breckenridge. I appreciate your consideration.

Mike Giller

October 1, 2018
Breckenridge Town Council
150 Ski Hill Road

RE: Planning Commission Vacancy Letter of Interest.

I, Ron Schuman would like to submit this letter of interest for the Planning Commission vacancy. I have lived in Breckenridge since 1999, after retiring from the US Army with a 23 year career. I have raised my daughters here and they graduated from Summit High School.

I am a small business owner and have always maintained an interest in our wonderful town. I feel that in order to keep this town wonderful, as resident, I need to get involved and participate. I currently serve on the Breckenridge Finance Authority and served on the planning commission from 2002 – 2006 and 2014 to currently serving.

I have the time to continue serving and feel my years of experience will benefit the commission.

Thank you for your consideration and I look forward to the potential interview to further discuss this opportunity.



Ron Schuman
11 Willow Green
Breckenridge, CO

September 27, 2018

Peter Grosshuesch, AICP
Director of Community Development
Town of Breckenridge
Post Office Box 168
Breckenridge, Colorado 80424

Via Email: peterg@townofbreckenridge.com; websitecommdev@townofbreckenridge.com

Peter,

I would like to continue serving on the Town of Breckenridge Planning Commission for another term. I have enjoyed serving on the Commission the last three years and would like to continue for the 2018 to 2022 term.

I have over 22 years of professional planning experience working in both the public and private sectors. I have worked on all types of land uses requests—from annexations, master plans, rezonings, subdivisions and site plans, to United States Forest Service special use authorizations. I also have experience in reviewing historic preservation requests while working in the public sector. I have a thorough understanding of the Town's Development Code and Handbook of Design Standards for the Historic and Conservation Districts, having worked for the Town as a planner from 1995 to 2006.

I have a Master of Arts degree in Urban Planning from the University of Michigan, am a member of the American Institute of Certified Planners (AICP) and the American Planning Association (APA). I have lived in Summit County for over 23 years and am a town resident and registered voter. I believe my education and practical experience as a professional planner are an asset to the Planning Commission, and I am excited for the opportunity to continue my involvement in the planning and development of the Town.

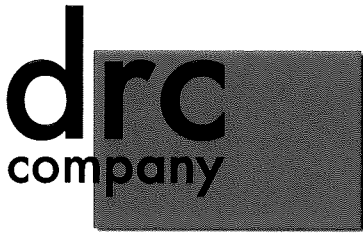
Thank you for your consideration.

Best regards,



Christie Mathews-Leidal, AICP

63 Buffalo Terrace
Post Office Box 4678
Breckenridge, Colorado 80424
970-453-4664 / 970-389-1086
christie@mathewsleidal.com



conceive design construct

RECEIVED
OCT 02 2018

TOWN OF BRECKENRIDGE
PLANNING DEPT.

drc company inc post office box 1063, breckenridge, colorado 80424 970.453.0641 o 970.390.0641 c

september 30, 2018

mayor eric mamula
po box 168
breckenridge, colorado 80424

re planning commission appointment

dear eric:

looks like a few terms are expiring at the end of the month; not sure how many commissioners have applied for reappointment - a bit of a turnover coupled with a fresh, knowledgeable and planning/design based background would seem to fit the criteria outlined in your newspaper ad

please included my name on the list of potential candidates, thank you

A handwritten signature in black ink, appearing to read 'Lee Edwards', with a small dot at the end.

lee edwards, aicp

american institute of certified planners
american institute of architects (associate)
licensed class a contractor, license 1596

the breckenridge design/build firm since 1982

using the summit daily news ad as a framework

resident + registered voter

got my po box in 1979 at the blazing saddles center

historic preservation

have owned and rehabilitated two (2) contributing structures in the breckenridge national historic district

involved with the design/construction of over 25 properties in the historic district

of the ten (10) preservation tax credit applications to the national park service from breckenridge, I've processed seven (7) of them

architecture

as an undergraduate at the university of colorado, my primary field of study was architecture

our sister firm, the edwards design works, inc continues to do building design and land use planning

planning

as the second planner in the community development department in 1979; it's fair to say I was in the room for a few of our town's landmark events/projects (kingdom park, golf course, airport, bus system)

received my aicp (american institute of certified planners) license in 1986

served on the upper blue planning commission as both a commissioner and chairman during the adoption of the first upper blue river corridor master plan

building trades

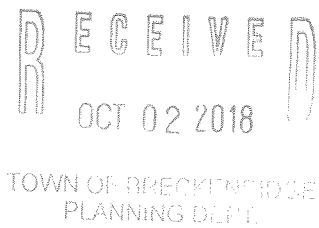
as a hands-on class a general contractor I've worked on a cross section of our historic structures, both residential and commercial; as well as new construction, remodels and civil engineering projects

real estate

involved with the planning, subdivision and development of several parcels in the upper blue river valley

lee edwards

10.1.18



RECEIVED
OCT 02 2018

TOWN OF
PLANO

community based activities

current

summit county rotary club
optimist basketball program

member + past president, 30+ years
referee, 20+ years

previous

father dyer united methodist
boy scout troop 186
youth sports
breckenridge elementary
summit high school committee
backstage theatre

administrative council chairman
troop committee secretary
coach (soccer, baseball)
pta treasurer
facility needs committee chairman
board of directors vice chairman

lee edwards

10.1.18

From: lowellmoore1@aol.com
Sent: Saturday, September 29, 2018 9:39 AM
To: WebsiteCommDev
Subject: Application for Planning Commission

I am writing regarding my interest in serving on the Town of Breckenridge Planning Commission. I have been a full-time resident of Breckenridge for just over three years, though we have owned property in the town for fifteen years. I also am a registered voter in Breckenridge.

I am a licensed Colorado Attorney, though currently on inactive status. I am coming up on my 5th season as a children's ski instructor on Peak 8. My wife works at the Rec Center and is also a Colorado Attorney. I currently serve on the Upper Village HOA and am President of our condo association.

I have served on the Upper Blue Planning Commission since fall 2016. In that time I have learned a great deal about how important it is to balance Staff recommendations, public input and community desires to achieve a common future of which we will be proud.

As a real estate developer, I have appeared before planning commissions in Colorado, North Carolina and Hawaii.

My experience in planning and zoning is extensive:

I have done around 44 projects involving renovations of historic or architecturally significant buildings in Colorado Springs and Manitou Springs. A majority of these projects were neighborhood restoration projects, involving abandoned and neglected homes which required extensive rehabilitation.

Most notable is the renovation of the Historic Manitou Spa a few years ago. This 65,000 square foot building was derelict, though listed on the National Historic Register. Myself and my associates worked with local and state historical organizations to save the building and ultimately convert it into a mixed use-building consisting of condominiums, retail and restaurant space. It is the crown jewel and heart of the city.

I have converted an industrial building in downtown Colorado Springs into a shelter for homeless veterans, planned, designed and constructed a 96-unit condo and adjacent townhomes, as well as multiple infrastructure projects, such as a water treatment plant in coastal North Carolina.

I was a history major at Colorado College in Colorado Springs, graduating in 1978. History is my passion along with travel to places to understand and appreciate the past. This summer we took our sons to Istanbul, Bulgaria and Romania for three weeks, driving around the not so well-known areas of that part of the world.

I have enjoyed my service on Upper Blue Planning Commission and have learned a lot. However, I would like to be more involved in the Town's visions of the future.

I would be delighted to serve and look forward meeting with Staff and Commissioners.

Thank you for your consideration

H. Lowell Moore cell: 719-229-9444 PO Box 84 Breckenridge, Co 80424

143



Memo

To: Breckenridge Town Council Members
From: Nichole Rex-Community Development Department
Laurie Best-Community Development Department
Date: 10/17/2018 (for October 23rd meeting)
Subject: Policy 24R – Housing Code Revision Discussion

The purpose of this worksession is to discuss two options for revisions to the Town’s housing policy, specifically Policy 24R of the Development Code. This relative policy provides for positive or negative points based on the amount of employee housing included with a new development permit. Staff has expressed concern with the current policy because very little housing has resulted from the policy, especially relative to the impact of new development. A variety of options have been discussed with the committee and the Council over the last few months. During this worksession, staff would like to provide two options for the Council to consider in moving forward with revisions to Policy 24R (see exhibit B and C for details on option 1 and option 2). Staff concluded from the previous review that most of the Council was more comfortable with Option 1. If the Council is supportive of moving forward with Option 1, staff will add this into the overall Code Changes that are currently being drafted.

Background/History:

Since 1997, the additional commercial development built in the Town of Breckenridge has increased by approximately 450,000 Square Feet (S.F.) which conservatively equates to 2,251 employees. Since 1997 staff estimates that less than 100 employee units have been deed restricted pursuant to Policy 24R. Relative to the impact of new commercial development/activity, the current policy has been ineffective in creating sufficient inventory to house the required workforce. (See Exhibit A).

In 2006 and again in 2016 the community approved an impact fee and sale tax (s) to provide a funding stream for employee housing. While the fee and tax have allowed the Town to add a variety of ‘for sale’ and rental inventory, the funds generated are only a fraction of what is necessary to address the shortage of employee housing. The current need assessment projects 313 additional employee units should be built by 2020. The cost to construct units varies, but even with a conservative estimate of \$250,000/unit, the projected tax/fee (est. \$3 million/year) is not enough.

Staff has evaluated a number of other mountain communities regarding their housing mitigation requirements for new development. Under Breckenridge’s relative policy for zero points the employee mitigation rates varies from 0-10% depending on the size of the development and the type of use. Other peer communities that we surveyed, including Aspen, Whistler, Telluride, Eagle, and Vail, require 20-65% mitigation.

On March 27th, Staff presented research to the Council that addressed current issues with Policy 24R, what other communities are practicing, and how those practices could be applied to revise our code. After receiving Council feedback, staff worked with the Housing Committee to draft revisions to Policy 24R. In the March presentation, staff had focused on an Employee Mitigation methodology. Since then, staff has begun working on mitigation rates based on Gross Square Floor Area (GSFA) in order to reduce the complications of moving to another system. Following this worksession, staff presented to Council again on August 28th. During this meeting, staff presented a concept that included the following:

- Remove the exemptions for non-residential projects less than 5,000 S.F. from Policy 24R while continuing to exempt single family residential.
 - Regarding single family residential mitigation of impact, true single residential uses does mitigate a significant portion of its impact through the impact fee. Per a 2000 Residential Study in Summit County, full time employees (FTEs) generated by single family residential range from .17 FTE per unit for homes <500 S.F. and 1.66 FTE for 12,000 S.F. homes. Take the large home, at 12,000 S.F., the impact fee would require \$2.00 per S.F. This would equal approximately \$24,000 in impact fee under current requirements. In a 20% mitigation scenario, with 1.66 FTE generated, \$12,625 would be required for 20% mitigation. Therefore, single family residential mitigates approximately 40% of employees generated, assuming the property is not used for short term rentals.
- Allow Fee-in-Lieu (FIL) as an option for meeting housing obligations (either to satisfy a project that is providing less than one unit or up to 0 points). The FIL is calculated based on the gap between market rate home sales in the Upper Blue and the sales price that is affordable to local households at 100% AMI.
- Allow the Impact Fee Paid to be counted towards the housing obligations. For example in Exhibit B., the impact fee paid by The Residence Inn and Lincoln Grill would count towards their obligation.
 - A combination of FIL and physical square footage can be applied to meet housing obligation. An applicant would not have to choose one mitigation method or the other, they can use a combination of both options (to pay the FIL and deed restrict square footage).
- Keep Policy 24R relative (optional) and based on Gross Square Floor Area mitigation.
- Reduce the amount of positive points available from 10 points to 5 points with greater requirements to obtain positive points for housing.
- Double the percent of housing obligation at 0 points (from 5% to 10%) with a maximum of 5 positive points. At 5 positive points, the percent of project GSFA housing obligation is 20%.

Options

Attached to this memo are two options for revisions to Policy 24R.

OPTION 1	OPTION 2
Removes the 5,000 square foot exemption	Removes the 5,000 square foot exemption
Allows a maximum of 5 positive points	Allows a maximum of 5 positive points
Keeps the existing employee mitigation rate of 5% GSFA to attain 0 points.	Increases the employee mitigation rate to 10% of GSFA to attain 0 points.
Allows for Fee in Lieu payment (up to 0 points or for less than one total unit mitigation)	Increases the employee mitigation rate to 20 % of GSFA to attain +5 points.
	Allows for Fee in Lieu payment (up to 0 points or for less than one total unit mitigation)

Please see exhibit B and C for more details on the two options. We believe that Option 1 reflects a general consensus of Council, based on our past discussions. Option 2 is more aggressive regarding employee mitigation rates and it seems will require more discussions with Council if we are to advance this. If the Council is comfortable with the Option 1 approach, staff will move forward to incorporate that into the larger Comprehensive Code Amendments that are undergoing final review with the Planning Commission and Council in the next couple months. If Council desires to explore Option 2 more, this effort will require further discussions and will be handled as a stand-alone code amendment in the future.

The items discussed in this memo will be reviewed during your worksession on October 23rd. Staff seeks input on the Council's preference for the options outlined. Staff looks forward to this discussion with Council and will be available to answer questions.

Exhibit A. Current Policy 24R Housing Code Table Mitigation (all development under 5,000 S.F. exempt)

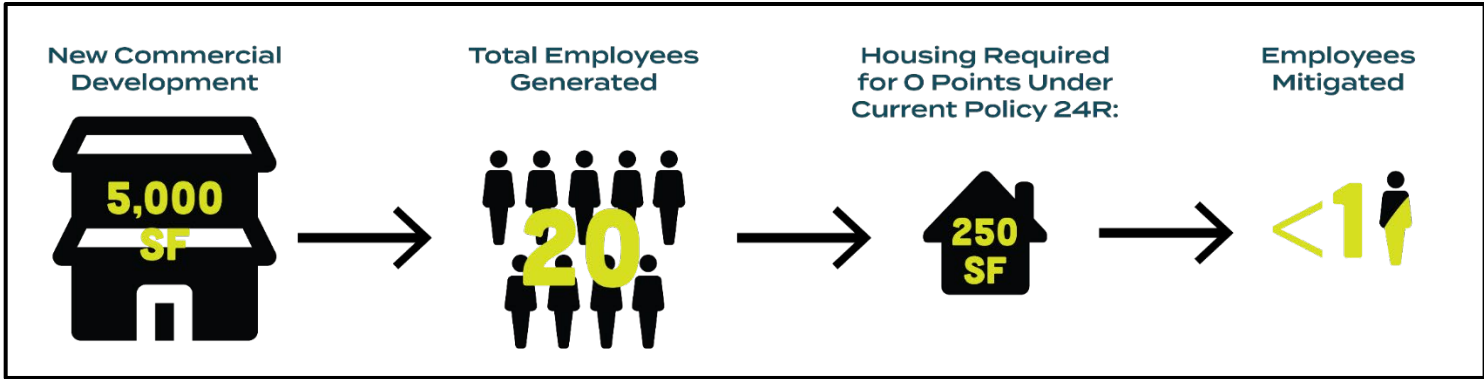


Exhibit B. OPTION 1 Policy 24R Housing Code Table

COMMERCIAL EXAMPLE UNDER CURRENT REQUIREMENTS						LODGING EXAMPLE UNDER CURRENT REQUIREMENTS				
Lincoln Grill 2,678 SF 11 Employees = 3,214 SF of EHU Impact Fee Paid: \$5356 *EHU Built: EXEMPT FROM CURRENT POLICY 24R CODE						Residence Inn 65,095 SF (density) 129 rooms 102 Employees = 30,698 SF EHU Impact Fee Paid: \$130,190 *EHU Built: 3,960 SF				
COMMERCIAL EXAMPLE UNDER OPTION 1						LODGING EXAMPLE UNDER OPTION 1				
Points	**GSFA Mitigation %	Employee Mitigation % (estimate)	Total SF Required	Total SF Required	Market Affordability Gap FIL***	Points	**GSFA Mitigation %	Employee Mitigation % (estimate)	Total SF Required	Market Affordability Gap FIL***
-10	0.0%	0%	0	0	\$ -	-10	0.0%	0%	-	\$ -
-9	0.5%	0%	13	300	\$ 4,074	-9	0.5%	1%	325	\$ 49,508
-8	1.0%	1%	27	300	\$ 8,147	-8	1.0%	2%	651	\$ 99,016
-7	1.5%	1%	40	300	\$ 12,221	-7	1.5%	3%	976	\$ 148,524
-6	2.0%	2%	54	300	\$ 16,294	-6	2.0%	4%	1,302	\$ 198,032
-5	2.5%	2%	67	300	\$ 20,368	-5	2.5%	5%	1,627	\$ 247,540
-4	3.0%	2%	80	300	\$ 24,441	-4	3.0%	6%	1,953	\$ 297,048
-3	3.5%	3%	94	300	\$ 28,515	-3	3.5%	7%	2,278	\$ 346,556
-2	4.0%	3%	107	300	\$ 32,588	-2	4.0%	8%	2,604	\$ 396,064
-1	4.5%	4%	121	300	\$ 36,662	-1	4.5%	10%	2,929	\$ 445,572
0	5.0%	4%	134	300	\$ 40,735	0	5.0%	11%	3,255	\$ 495,080
1	6.0%	5%	161	321	\$ 48,882	1	6.0%	13%	3,906	\$ 594,096
2	7.0%	6%	187	375	\$ 57,029	2	7.0%	15%	4,557	\$ 693,112
3	8.0%	7%	214	428	\$ 65,176	3	8.0%	17%	5,208	\$ 792,128
4	9.0%	7%	241	482	\$ 73,323	4	9.0%	19%	5,859	\$ 891,144
5	10.0%	8%	268	536	\$ 81,470	5	10.0%	21%	6,510	\$ 990,160
*EHU = Employee Housing Unit ** GSFA = Gross Square Floor Area ***FIL = Fee-in-Lieu										

Revisions:

- Reduce the amount of positive points available to 5 and at 5 points, require more housing obligation (10% of GSFA).
- Remove the 5,000 S.F. exemption.
- Allow Fee-in-Lieu (FIL) as an option for meeting housing obligations (either to satisfy a project that is providing less than one unit or up to 0 points).

Exhibit C. OPTION 2 Policy 24R Housing Code Table

Current Code Requirement at 0 points

COMMERCIAL EXAMPLE UNDER CURRENT REQUIREMENTS					LODGING EXAMPLE UNDER CURRENT REQUIREMENTS				
Lincoln Grill 2,678 SF 11 Employees = 3,214 SF of EHU Impact Fee Paid: \$5356 *EHU Built: EXEMPT FROM CURRENT POLICY 24R CODE					Residence Inn 65,095 SF (density) 129 rooms 102 Employees = 30,698 SF EHU Impact Fee Paid: \$130,190 *EHU Built: 3,960 SF				
COMMERCIAL EXAMPLE UNDER OPTION 2					LODGING EXAMPLE UNDER OPTION 2				
Points	**GSFA Mitigation %	Employee Mitigation % (estimate)	Total SF Required	Market Affordability Gap FIL***	Points	**GSFA Mitigation %	Employee Mitigation % (estimate)	Total SF Required	Market Affordability Gap FIL***
-10	0%	0%	0	\$ -	-10	0%	0%	-	\$ -
-9	1%	1%	27	\$ 4,074	-9	1%	2%	651	\$ 99,016
-8	2%	2%	54	\$ 8,147	-8	2%	4%	1,302	\$ 198,032
-7	3%	2%	80	\$ 12,221	-7	3%	6%	1,953	\$ 297,048
-6	4%	3%	107	\$ 16,294	-6	4%	8%	2,604	\$ 396,064
-5	5%	4%	134	\$ 20,368	-5	5%	11%	3,255	\$ 495,080
-4	6%	5%	161	\$ 24,441	-4	6%	13%	3,906	\$ 594,096
-3	7%	6%	187	\$ 28,515	-3	7%	15%	4,557	\$ 693,112
-2	8%	7%	214	\$ 32,588	-2	8%	17%	5,208	\$ 792,128
-1	9%	7%	241	\$ 36,662	-1	9%	19%	5,859	\$ 891,144
0	10%	8%	268	\$ 40,735	0	10%	21%	6,510	\$ 990,160
1	12%	10%	321	\$ 48,882	1	12%	25%	7,811	\$ 1,188,192
2	14%	12%	375	\$ 57,029	2	14%	30%	9,113	\$ 1,386,224
3	16%	13%	428	\$ 65,176	3	16%	34%	10,415	\$ 1,584,256
4	18%	15%	482	\$ 73,323	4	18%	38%	11,717	\$ 1,782,288
5	20%	17%	536	\$ 81,470	5	20%	42%	13,019	\$ 1,980,320
POSITIVE POINTS LIMITED TO 5									
*EHU = Employee Housing Unit ** GSFA = Gross Square Floor Area ***FIL = Fee-in-Lieu									

Revisions:

- Double requirement at 0 points (from 5% of GSFA to 10% of GSFA).
- Reduce the amount of positive points available to 5 and at 5 points, require more housing obligation (20% of GSFA).
- Remove the 5,000 S.F. exemption.
- Allow Fee-in-Lieu (FIL) as an option for meeting housing obligations (either to satisfy a project that is providing less than one unit or up to 0 points).