



BRECKENRIDGE TOWN COUNCIL WORK SESSION

Tuesday, February 14, 2012; 3:00 PM

Town Hall Auditorium

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

3:00 - 3:15 PM	I	<u>PLANNING COMMISSION DECISIONS</u>	2
3:15 - 3:45 PM	II	<u>LEGISLATIVE REVIEW*</u>	
		Open Containers	11
		Vendor Carts Moratorium Extension	15
		Development Agreement for Extended Vesting Cucumber Creek Estates	18
		Cucumber Gulch Preserve Management Plan	41
		Wedge/Claimjumper Exchange	82
3:45 - 4:15 PM	III	<u>MANAGERS REPORT</u>	
		Housing/Childcare Update	Verbal
		Committee Reports	94
		Financials	95
		Fund Balance Analysis - continued	109
4:15 - 4:30 PM	IV	<u>OTHER</u>	
		Top Ten List - revised	115
4:30 - 6:00 PM	V	<u>PLANNING MATTERS</u>	
		Vendor Carts Policy	117
		Cucumber Gulch Hydrology Monitoring Report	119
		Transition Area Standards	126
		Breckenridge Fuels Project - USFS	185
	VI	<u>INTERNATIONAL SNOW SCULPTURE VIDEO (IF TIME ALLOWS)</u>	
6:00 - 7:15 PM	VII	<u>EXECUTIVE SESSION</u>	
		Acquisition updates, negotiations	

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

MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: February 8, 2012

Re: Town Council Consent Calendar from the Planning Commission Decisions of the February 7, 2012, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF February 7, 2012:

CLASS C APPLICATIONS:

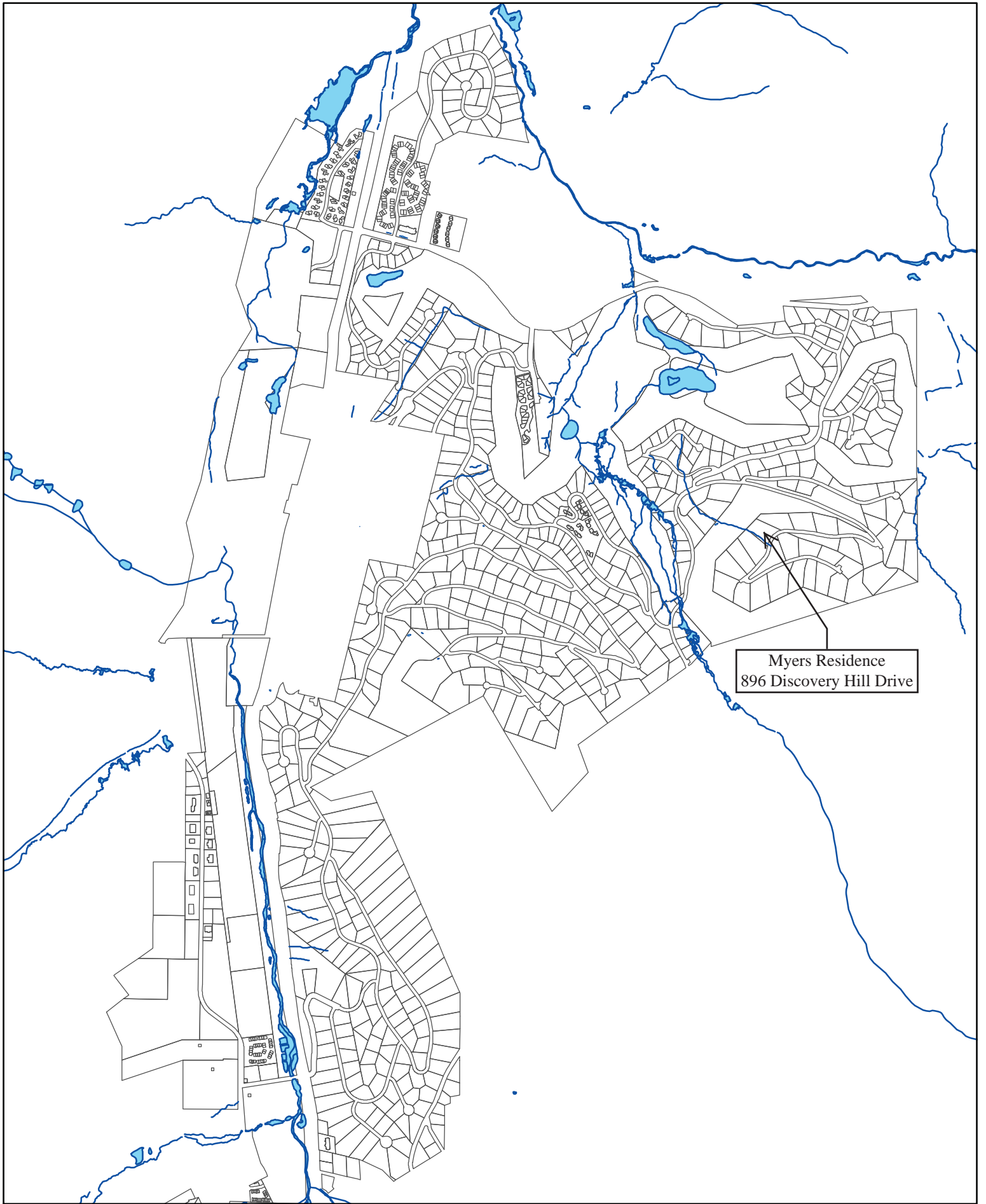
1. Milazzo Residence Remodel PC#2012004, 131 Windwood Circle
Construct an addition to an existing single family residence to create a total of 6 bedrooms, 7 bathrooms, 7,469 sq. ft. of density and 8,263 sq. ft. of mass for a F.A.R. of 1:2.20. Approved.
2. Myers Residence PC#2012003, 896 Discovery Hill Drive
Construct a new single family residence to consist of 4 bedrooms, 4.5 bathrooms, 4,290 sq. ft. of density and 5,126 sq. ft. of mass for a F.A.R. of 1:18.0. Approved.
3. Cherry Berry Change of Use PC#2012002, 520 South Main Street
Change of use of commercial space from general commercial (retail / office) to snack bar / deli for use as a self-serve yogurt bar with on site seating. Approved.

CLASS B APPLICATIONS:

None

CLASS A APPLICATIONS:

None



Myers Residence
896 Discovery Hill Drive

Breckenridge North

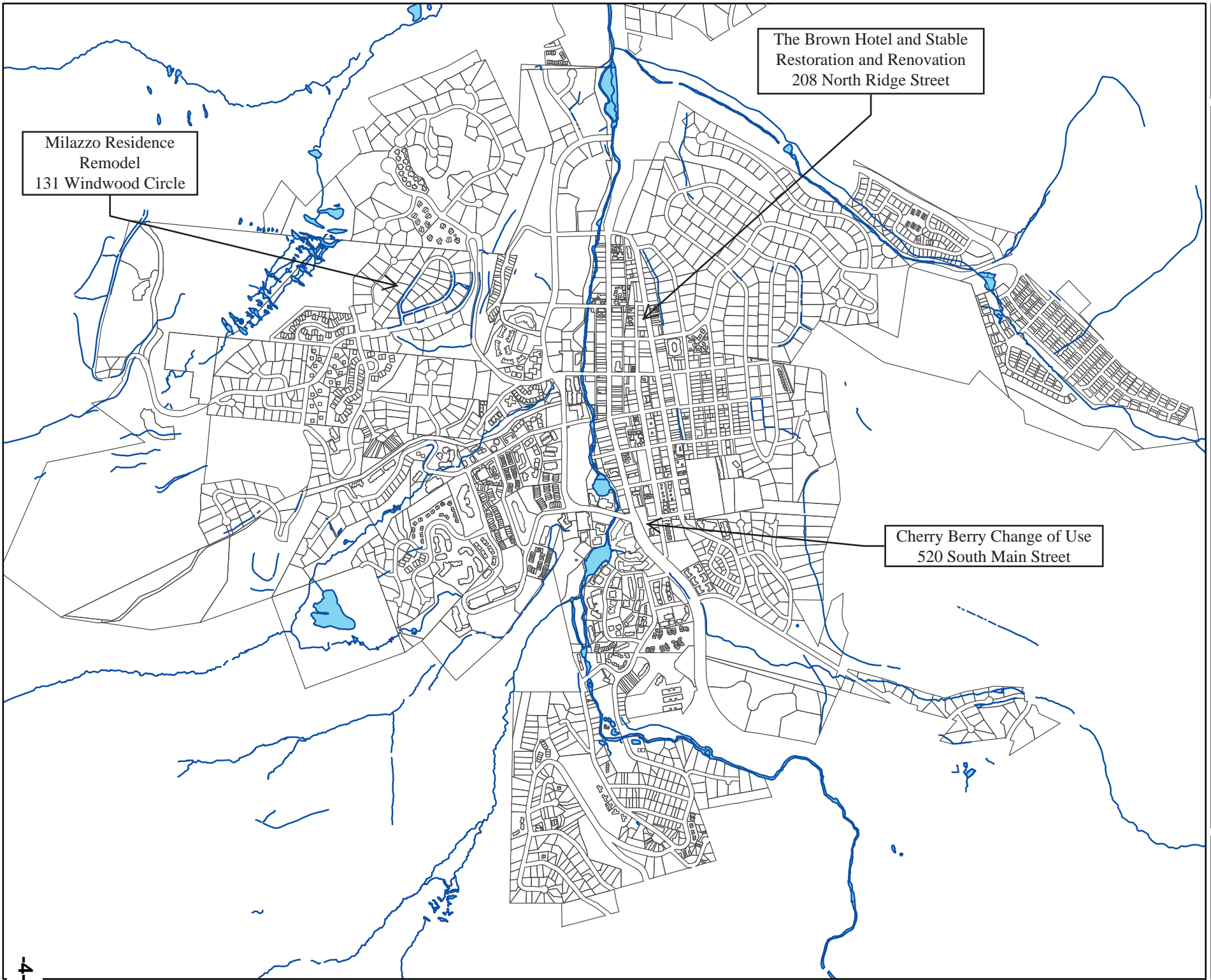
printed 4/12/2011



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NOT TO SCALE -3-



printed 4/12/2011

Breckenridge South

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



PLANNING COMMISSION MEETING

The meeting was called to order at 7:03 p.m.

ROLL CALL

Kate Christopher Jim Lamb Trip Butler
Gretchen Dudney Michael Rath Dan Schroder
Dave Pringle arrived at 7:16 pm

APPROVAL OF MINUTES

With no changes, the January 17, 2012 Planning Commission meeting minutes were approved unanimously (7-0).

APPROVAL OF AGENDA

With no changes, the January 17, 2012 Planning Commission meeting agenda was approved unanimously (7-0).

CONSENT CALENDAR:

- 1) Milazzo Residence Remodel (MGT) PC#2012004, 131 Windwood Circle
- 2) Myers Residence (MGT) PC#2012003, 896 Discovery Hill Drive
- 3) Cherry Berry Change of Use (CN) PC#2012002, 520 South Main Street

With no requests for call up, the Consent Calendar was approved as presented.

WORKSESSIONS:

- 1) Code Amendment: TDRs and Employee Housing (MT)

Mr. Truckey presented. The 1997 Joint Upper Blue Management Plan (JUBMP) was updated in 2011, and part of that update concerned affordable housing. The 1997 JUBMP contained a policy that essentially exempted deed restricted affordable housing projects from density requirements as an incentive to encourage more affordable housing in the community. The 2011 JUBMP update recognized that affordable housing was still a high priority goal, but that there were impacts to the community from adding the housing density on top of the density already zoned in the basin. As a result, the 2011 JUBMP contains policies that address this issue and attempts to mitigate the impacts of new affordable housing development. The resulting JUBMP policy states that for every four units of affordable housing constructed, one development right would be transferred from Town-owned property to partly mitigate the impacts of the new density. The Town Council has specifically discussed this policy related to the new Valley Brook housing project and the Council has unanimously recommended stripping density off of the Carter Museum property and transferring it to the Valley Brook housing site. In order to complete the density transfer, a code amendment to the TDR section of the Development Code is necessary. We also agreed to not have Blue River be an option for these transfers.

In reviewing the code further, Staff also found a few other changes that would be beneficial in clarifying TDR and employee housing provisions. Thus, Staff also suggested several other amendments to address these issues. Several of these changes were:

- The code language that allows TDRs if approved through a “master plan” was clarified to allow density to move to different locations within the property boundaries of a master plan, but to not allow it to be transferred to another non-contiguous location. Staff believed this would be consistent with the original intent of the Council when this provision was initially adopted and this was confirmed recently with the Council.
- In 2007, the Town and County jointly adopted an updated version of the Intergovernmental Agreement regarding TDRs. In the map that is an exhibit to the IGA, text specifies that “the Historic District and Land Use District 1 within the Town boundaries are not suitable to receive density”. A code amendment was proposed to acknowledge that density cannot be transferred to the Historic District or LUD 1.
- The Council has requested that the 1:4 density transfer ratio in the JUBMP be memorialized in the Development Code.

Staff requested feedback from the Commission on the presented code amendments.

Commissioner Questions / Comments:

- Mr. Schroder: At one point it states “in no case” but then further on it says “if such density...” This seems to reflect back a couple of sentences prior. (Mr. Truckey: We can restate to make it clearer.) (Mr. Neubecker: Can change to say “if a transfer is approved...”)
- Ms. Dudney: Explain the strikeout language on page 44. (Mr. Truckey: You *are* allowed to exceed density with an employee housing project; needed to remove that inconsistency.)
- Mr. Neubecker: On attainable workforce housing, is a density transfer from Town property required only if the project is done by the Town of Breckenridge? (Mr. Truckey: No, for any developer, or any workforce housing project.) What if the site has enough density to cover the project? (Mr. Truckey: We can put in a clarifying point; “if density is needed” or something similar.)

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

PRELIMINARY HEARINGS:

1. The Brown Hotel and Stable Restoration and Renovation (MM) PC#2012005, 208 North Ridge Street

Mr. Mosher presented a proposal to remove the non-compliant concrete block addition to the historic hotel; restore the north wall of the hotel; restore, locally landmark the hotel and stable and add a full basement beneath the historic stable; create a connector between the hotel and stable; and add vehicular access/loading access from French Street to the property. Staff requested that, with the current issues needing more discussion than a typical Preliminary Hearing, this public hearing be conducted as a worksession.

Mr. Mosher introduced Ms. Janet Sutterley, Architect for the project, and Mr. Rob Theobald, Engineer for the structural stabilization of the historic stable.

Mr. Mosher presented the unique density issues regarding the property. Staff found this to be a very worthy proposal, but not able to abide with Development Code issues associated with parking and density. Given that the property is already over density, Staff questioned whether the proposed improvements to the Hotel and Stable are an acceptable trade for the slight density increase. Staff tends to believe that the social and historic significance of the buildings and the role the Brown Hotel played in our Town’s history may be worth the increase.

The Town Council has the authority to alter code regulations affecting the review of an application carrying significant public benefit through a development agreement. Staff anticipates the need to present the parking and density concerns to the Town Council before this proposal is presented again to the Planning Commission.

The project entails removing some density and mass and adding some new. The hotel/bar/restaurant is currently over a shared property line. For legal non-conforming properties the goal is to reduce density; in this case, the proposal is to increase the total density by 676 sq. ft. and the above ground density by 131 sq. ft. Beyond what is identified in the report, the Applicant is proposing some additional storage beneath the connector link.

The connector link is not able to follow the design guidelines in the Handbook of Design Standards since there is an existing cantilever addition above, impeding the design of the link below. The roof on the connector link will be flat. The goal of the project is connecting two historic structures, while protecting the historic openings. Staff suggested that the south facing elevation of the connector link be brought into compliance with the Design Standards and Priority Policies instead of showing so much glass. The property is eligible for inclusion in the National Registry (National Landmarking process). The Applicant wishes to work on stable first as it is deteriorating rapidly. It is one of the nicer sheds / stables we have in Town.

Staff plans to discuss the parking needs with the Town Council as part of the pending Development agreement. Current function of the hotel does have on-site legal parking, just the large un-paved open space on Lot 7 to the north. Per the Code the parking requirement is for 19 spaces; these spaces would totally fill the Lot 7. The applicant is seeking to at sell a portion of Lot 7 for a future home-site. Currently the Engineering Department is studying the possibility of public parking along the west side of French Street. We will come back to the parking discussion, but wanted the Commission to be aware of the issue.

This proposal includes the following restoration and preservation efforts:

- removing the non-historic concrete block addition and restoring the historic wall and openings;

- stabilizing, restoring, and adding a new foundation to the stable (secondary structure);
- the restoration/preservation of the hotel and stable

Staff suggested the application receive positive twelve (+12) points for the restoration efforts. Inside the hotel and stable, almost all the original walls are intact.

Staff covered the key issues regarding this application. The other policies not discussed (Snowstack, Refuse, Circulation, Loading, Landscaping, Landmarking, etc.) will be reviewed at the next meeting pending the questions and answers discussed this evening.

In summary, Staff had the following questions for the Commission:

1. Would the Commission recommend that the Town Council process a Development agreement based on the public benefit and landmarking of this important building despite the density overage?
2. Would the Commission support adding the 287 sq. ft. of additional density beneath the connector link for added kitchen and storage space?
3. Staff suggested that the south facing elevation of the connector link be brought into compliance with the Design Standards and Priority Policies. Did the Commission concur?
4. Would the Commission support awarding positive twelve (+12) points for the restoration efforts?

Ms. Sutterley, Architect: Gave some history on the project. We started two years ago. At the time, pulling off the whole North addition was not even a consideration as the modern kitchen was so important. Parking wouldn't fit; we couldn't figure out how to get enough density. Came back to revisit this fall. Real incentive to take the non-historic portion off, but having to put kitchen somewhere else, not in the historic hotel as so much fabric would be impacted, it made sense with density under the stable. Taking whole kitchen and tucking in underneath made a lot of sense. Incentive to take off the concrete block addition was to maintain the historic lot line between Lots 6 and 7. This allowed the potential of selling Lot 7 to obtain higher financial ability to do this project.

Next question was how do we do this link underneath? We would like to make some sort of connection to the current basement. We need to get something going here in terms of the stable, due to the rate of deterioration. In terms of existing hotel, we don't want to do anything with that right now besides restore the north wall - which is mostly intact. Once you get into hotel at all, the building codes come in to account and will cause major changes. We have to explore egress for fire codes. That will be future project. We have not looked at any parking yet. We would like the Commission's feedback on the questions Mr. Mosher presented.

Commissioner Questions / Comments:

Ms. Dudley: Still confused on the density. If you have lots 6-7 together, density is over, mass is under; is above ground density over what is allowed? (Mr. Mosher - It is above the suggested 9 UPA, but negative points would be incurred.) So, negative points but not an absolute policy? Isn't the amount of non-conforming density applicable? (Mr. Mosher: For the proposal tonight, please consider the density calculations of Lot 6 only. We will come back again with proposal for Lots 6 and 7.)

Ms. Christopher: Two plans are noted "A-1"; what is the difference? (Mr. Michael Cavanaugh, Applicant: One of those sheets was not intended to be in the packet yet. More detail on second plan at later date.) (Ms. Sutterley: We want the south area of the connector for public circulation. Intention is to allow kitchen and public to flow into the stable and kitchen below. We need the north hall for more service connection. We are not sure what we have to do about the required handicap restrooms yet. Don't want them in existing hotel or in stable as the impacts to the hotel would be substantial; want them in the link which is all new. Not sure how much space they are going to take yet.) I am confused about the southwest corner of the stable. (Mr. Cavanaugh: The overhanging roof was the entry for the carriage and the horses were behind. The stable is significant because it was the only one in town with a farrier (shoe horses/mules, etc.) (Ms. Sutterley: Covered, but not enclosed. Want to keep posts and beams exposed and show off this feature.)

Mr. Schroder: Was the intent to keep the south connector wall open? (Ms. Sutterley: More like double hung windows. Still want a lot of glass so the stable walls are visible beyond.) The Historical Standards are why I am asking. A glass wall doesn't seem necessary to me. Those who see barn will be invited in anyway. Those outside not seeing it seems ok.

- Mr. Pringle: Is the corner of the stable to stay open? What are you keeping? (Mr. Cavanaugh: Posts, which are articulated with beautiful detail, have an opening we are trying to maintain.) What was the opening for the glass wall? Is the access going to be through the connector? (Mr. Cavanaugh: Access to the decking and south property. The farrier actually lived in the stable.)
- Mr. Butler: Theory is that having a glass “wall” as the connector allows to see the whole stable.
- Mr. Pringle: We have seen rolling barn doors on other projects; you could use rolling doors and open up to glass. (Mr. Mosher: Similar to the Fuqua Livery Stable, for example.) (Mr. Neubecker: Those properties had the doors where they occurred historically; this stable would not.) Is glass door part of stable door to stable or is it separate? (Mr. Mosher: Pointed out on plans what section will still be outside and what will be enclosed with the new connector.)
- Ms. Dudney: So you are asking us if Town Council could waive density, parking etc.? (Mr. Mosher: Not necessarily waive but, but consider a reduction as there is public parking nearby. The hotel is not in the Parking Service area. Connector density is of concern as it slightly increases the non-conformity.) Fabric of the south connector wall is contrary to the design standards, so what option do we have? (Mr. Mosher: Staff is back and forth; we seek direction for the Council on value of the project associated with strict code compliance.) What is rationale for not complying with the priority policies? (Mr. Mosher: We want to celebrate this property as much as possible: Mr. Mosher pointed out on the plans the location of the stable, the hotel, and the connector between the two to keep the elements out.) (Mr. Grosshuesch: The only way you can do that is to determine that the design policies are not applicable or you can recommend that these design issues be included in the Development agreement. I think there are some threshold issues; whether we have sliding glass doors or historic windows. If we don’t answer these initial questions, project can’t move forward. Please look at the density and the public benefits. And questions about the parking. Do the restoration effort and the public benefit outweigh the code requirements?) But we don’t have the ability to do that, we only have the ability to apply the code. (Mr. Mosher - We can return with Council direction to allow some portions of the Code to be interpreted. Negative points can still be awarded or the Commission cannot accept the direction.)
- Mr. Rath: Isn’t part of our job to estimate the will of the public? What if we do all the work to move this project forward and then there is no parking there and the public goes against it? (Mr. Grosshuesch: Council could authorize you to allow a project that does not comply with the codes. Yes, you need to take public testimony, but your charge is to determine if the policies apply per the Development Code. Town Council may come back to say “here is a compromise”. You review to see if it applies according to that. Council will be driving this. We are not talking about conclusions tonight. Density and parking issues are fairly big. We are looking for a recommendation; do you like the historic restoration enough for Council to pursue a development agreement to proceed?)
- Mr. Pringle: For this application? (Mr. Mosher: Correct, development agreement for this property.)
- Ms. Dudney: Just looking at Lot 6 tonight, so if you did not get approved with just Lot 6, you might keep it the way it is? Renovate exterior without addition of connector, because it is legal nonconforming, could you renovate with the concrete block on it? (Ms. Sutterley: Yes, we could.) You could just do the stable, and put a basement under it? (Mr. Mosher: Yes, that was part of the initial proposal a year ago.)
- Mr. Rath: The Applicant seems to be between a rock and a hard place here. They need to have two ADA restrooms. Less density if they did not have to put those spaces in. Whatever it takes to get a building like this renovated is important. My issue is parking is going to be huge, regardless of what Town Council says; the public may really emphasize this. Why go to trouble of redesigning without knowing what the parking is going to be? (Mr. Neubecker: We do public notice for these hearings; the public has the opportunity to participate in the process and make comment.)
- Mr. Pringle: We will process a development agreement that details this out. (Mr. Grosshuesch: The agreement may say the parking and density will not work; then you will apply the code and negative points, if needed, to the application.) (Mr. Mosher: One neighbor did submit comment on concerns, approval, about removing the concrete wall and the noise from the patrons of the bar in the parking lot.) (Mr. Cavanaugh: My theory is that patrons need to frequent my establishment to park there. The problem is my neighbors park there when they don’t have parking on their own lot.)
- Mr. Pringle: 19 parking spaces are required. They can make an agreement with a neighbor? (Mr. Grosshuesch: If you don’t have the required parking on site, because the site is already deficient in parking (only 16 spaces available) you don’t have to cure the deficiency, you are grandfathered in with that amount, but additional square footage has to be parked appropriately.) I am trying to figure out what is

absolute parking requirement for hotel? (Mr. Mosher: One space per room, so five currently; the rest of the spaces are for the bar / restaurant.) Can he get those from somewhere else? (Mr. Grosshuesch: He can only get 16 on there now, short 3, he meets requirement right now. Any off-site agreement need to be in perpetuity.) So, if Lot 7 sells? (Mr. Mosher: That is why we are going to Town Council for discussion.) Even if Council comes in and says ok, they still have to come to Planning Commission for the application and pass a point analysis? (Mr. Mosher: The property is not in parking service area; all parking has to be on the property.) (Mr. Grosshuesch: Town Council can also say it can act as if it is in the parking service area.) Are we bound to respect the development agreement or the code? (Mr. Grosshuesch: It depends on how the agreement is written. We will work with Town Attorney on it.)

Mr. Rath: Isn't parking the biggest issue? Shouldn't we solve that before getting into the other issues? This whole thing could change depending on what Town Council says. (Mr. Mosher: Assume the restoration of the barn and the connector are going to happen.)

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

Commissioner Comments:

Mr. Butler: I do recommend Town Council process the development agreement due to large public benefit; I support the 287 sq. ft. added density for the connector; I support the glass wall on the connector link, though not in fully in compliance; and I would support positive twelve (+12) points for restoration.

Ms. Christopher: Yes on all four. I think it is a really good public benefit, cleaning up area and making it a landmark. The glass wall on the connector link still bothers me; however, it's function seems necessary, so it is understandable. Like idea of glass wall, but we have to stick to the Code and design guidelines. Like that you can see the old barn from inside and outside. However Town Council sees fit to do that as close to code as we can, maybe just windows instead of glass wall.

Mr. Rath: Number 1, yes (development agreement); 2 yes (287 sq. ft. of density); 3 on the glass wall, I don't like the glass. Someone suggested sliding wall, yes it is new, but as long as it looks like it belongs and was part of the stable, I think it could work. I don't think glass is best solution. 4 absolutely positive twelve (+12) points, yes.

Ms. Dudney: I support pursuit of development agreement exploring variance from parking and density but not at all costs; I would have to see plan on any proposed parking. On the density, I would approve the extra 287 sq. ft., but on parking I would have to see what they come up with. No comment on glass wall until I understand how complies with the priority policies. Yes definitely positive twelve (+12) points for restoration.

Mr. Pringle: Yes, go for a development agreement with the Town. Not sure what that is going to create for us as the Commission, as we have to stick to code. The 287 sq. ft. under connector doesn't necessarily have to be there; raise floor up to be crawl space; but it makes better sense to add as it would help preserve stable and hotel to have it. Floor at same level all the way through; no harm no foul by creating space and preserving both spaces. Doing the right thing so I would support it. No comment on the glass wall. There are ways you can bring in innovative, imaginative solution, absent something else; we should look toward complying with code. On the restoration, I support positive twelve (+12) points if they are warranted.

Mr. Lamb: This is definitely unchartered territory. Public benefit is huge and I support. I would compromise some things but not everything. 287 sq. ft. seems like a small amount of density to get the building functioning. It's underground, not visible, so that is a compromise I am willing to make. South wall on the connector link: as long as it did not look like a store front, maybe French doors. Positive twelve (+12) points, yes, definitely. Parking is going to have to be addressed, that is something that needs to be done for this building to function. I trust we can get straightened out. Like it with some reservations. I trust everyone involved to make it work.

Mr. Schroder: I also like the application with some reservations. Historic renovation entails development agreement; I am supportive of Town Council coming up with that agreement. I am supportive of 287 sq. ft. connector. Not commenting yet on the glass wall, I want to fall back on the code for evaluation. Definitely support positive twelve (+12) points if they are warranted.

OTHER MATTERS:

- Mr. Neubecker: Ms. McAtamney will come on monthly basis. Did any Commissioners have feedback on the Saving Places conference?
- Mr. Butler: First day was great, but unfortunately I missed the second day due to the weather.
- Ms. Christopher: The session on restoring historic buildings with public health in mind was interesting. Definitely geared more to cities, but it still was very interesting. A nurse and an historic preservation specialist presented together.
- Mr. Neubecker: Some staff went to a session on restoring historic barns. It was more about large barns on farms, but the presenter was an expert and very animated. They discussed how you tell how the barn was used, when it was built, where people came from. It was a great session. Mostly on post and beam structures. There was also a good session on restoring historic windows where they compared restored windows with storm-windows to new windows. They built boxes and were able to scientifically compare historic restored windows plus storm, which can be better than new in many cases. There are companies in Colorado and Arizona that can do this kind of work.
- Mr. Neubecker: On March 6 we will potentially have a site visit to Mary Hart's house near the high school. The house is very energy efficient; her energy bills are almost nothing at this point. We can tour the home see what they have done and talk about energy efficiency. This will be a lunch time site visit; I will send email detailing the date and time.

ADJOURNMENT:

The meeting was adjourned at 8:50 p.m.

Dan Schroder, Chair



MEMORANDUM

To: Mayor and Town Council
From: Rick Holman, Chief of Police
Date: February 2, 2012
Subject: Open Container Ordinance – 2nd Reading

This ordinance is scheduled for second reading on February 14, 2012. Some minor changes were made since the first reading of the ordinance based on comments received.

The proposed ordinance was changed to make the exception to the open container ordinance only applicable to an event “held by the Town, or a special event sponsored by the Town’s destination marketing organization.” In addition, the exception cannot apply if a special event or any “other” liquor license has already been issued.

It is staff’s feelings these changes will address the limited concerns we heard from the Council and the community.

1 **FOR WORKSESSION/SECOND READING – FEB. 14**

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

5
6 COUNCIL BILL NO. 6

7
8 Series 2012

9
10 AN ORDINANCE AMENDING SECTION 6-3F-16 OF THE BRECKENRIDGE TOWN
11 CODE CONCERNING THE MUNICIPAL OFFENSE OF “OPEN CONTAINERS
12 PROHIBITED”

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

16
17 Section 1. Section 6-3F-16 of the Breckenridge Town Code is amended to read in its
18 entirety as follows:

19
20 6-3F-16: OPEN CONTAINERS PROHIBITED:

21
22 A. 1. It is unlawful for any person to possess any alcoholic beverage in any open
23 container or to consume any alcoholic beverage in any public place within the
24 town, or in the interior of any motor vehicle while the motor vehicle is either
25 parked on a public street, right of way or alley within the town or is being
26 operated on a public street, right of way or alley within the town.

27
28 2. The provisions of subsection A1 of this section shall not apply to the
29 possession of an open container or the consumption of an alcoholic beverage
30 within the licensed premises of an establishment licensed by the town to sell such
31 beverage for consumption upon the premises, or to the possession of an open
32 container or the consumption of a malt liquor or a vinous liquor as defined in the
33 Colorado liquor code in those public parks known as “Kingdom park” and “Carter
34 park”.

35
36 3. The provisions of this subsection A1 shall not apply to a person in possession
37 of one opened but resealed container of partially consumed vinous liquor which
38 was lawfully removed from the licensed premises of an establishment holding a
39 liquor license pursuant to section 12-47-411(3.5), CRS.

40
41 4. The provisions of subsection A1 of this section shall not apply to the
42 possession of an open container or the consumption of an alcoholic beverage
43 within the permitted area of either a special event held by the Town, or a special
44 event sponsored by the Town’s destination marketing organization for which
45 a special event permit has been issued pursuant to chapter 13 of title 4 of this

1 code, if: (a) no special event or other liquor license has been issued and is in
2 effect for the special event; and (b) the Town Manager or his designee approves
3 the application of this subsection A4 to such event. When made applicable, this
4 exception applies only during those times when the special event is approved to
5 operate.

6
7 B. The provisions of subsection 6-3F-2F shall be applicable to any trial for a
8 violation of subsection A of this section.

9
10 C. Any peace officer is authorized to seize any alcoholic beverage which is used
11 in the commission of a violation of subsection A of this section. If no summons or
12 complaint is issued for a violation of this section, and if the circumstances
13 reasonably permit, the peace officer may require the person who has committed a
14 violation of this section to abandon the alcoholic beverage to the officer for
15 destruction.

16
17 D. The town council hereby finds, determines and declares that the provisions of
18 this section are no less restrictive than the provisions of section 42-4-1305, CRS.

19
20 E. An underage person and one or two (2) other persons shall be immune from
21 criminal prosecution under this section if they establish the following:

22
23 1. One of the underage persons called 911 and reported that another underage
24 person was in need of medical assistance due to alcohol consumption;

25
26 2. The underage person who called 911 and, if applicable, one or two (2) other
27 persons acting in concert with the underage person who called 911 provided each
28 of their names to the 911 operator;

29
30 3. The underage person was the first person to make the 911 report; and

31
32 4. The underage person and, if applicable, one or two (2) other persons acting in
33 concert with the underage person who made the 911 call remained on the scene
34 with the underage person in need of medical assistance until assistance arrived
35 and cooperated with medical assistance and law enforcement personnel on the
36 scene.

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

40
41 Section 3. The Town Council hereby finds, determines and declares that it has the power
42 to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article
43 XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

44
45 Section 4. This ordinance shall be published and become effective as provided by Section
46 5.9 of the Breckenridge Town Charter.

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INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: February 8, 2012

SUBJECT: Council Bill No. 7 (Vendor Carts Moratorium Extension)

On February 22, 2011 the Town Council adopted on second reading Ordinance 10, Series 2011, placing a moratorium on the submission, acceptance, processing and approval of new applications for development permits to operate temporary vendor carts. The moratorium is set to expire on March 30, 2012.

Staff has been researching vendor cart issues over the past year, and we are preparing to make recommendations to the Council on proposed policy changes. However, we believe that the moratorium should be extended to ensure that there is not a gap between the expiration of the existing moratorium and adoption of the new policy. As proposed, this ordinance would extend the moratorium until July 1, 2012. We believe this provides sufficient time to review staff's recommendations on vendor carts and adopt the new policy.

Staff and the Town Attorney will be available to answer questions about this extension during the meeting on Tuesday.

1 ***FOR WORKSESSION/FIRST READING – FEB. 14***

2
3 COUNCIL BILL NO. 7

4
5 Series 2012

6
7 AN ORDINANCE AMENDING ORDINANCE NO. 10, SERIES 2011, BY EXTENDING THE
8 TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING,
9 AND APPROVAL OF NEW APPLICATIONS FOR DEVELOPMENT PERMITS TO
10 OPERATE TEMPORARY VENDOR CARTS

11
12 WHEREAS, by Ordinance No. 10, Series 2011, the Town Council imposed a moratorium
13 on the submission, acceptance, processing, and approval of new applications for development
14 permits to operate temporary vendor carts within the Town; and

15
16 WHEREAS, the Town Council finds and determines that a extension of the temporary
17 moratorium is necessary to allow the Town’s staff to complete revisions to Policy 36 (Absolute)
18 of Section 9-1-19 of the Breckenridge Town Code (part of the Town’s “Development Code”).

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

22
23 Section 1. Section 4 of Ordinance No. 10, Series 2011, is amended to read in its entirety
24 as follows:

25
26 Section 4. Effective Dates of Moratorium. The moratorium imposed by this
27 ordinance shall commence on the effective date of this ordinance, and shall expire
28 ~~one (1) year thereafter~~ on July 1, 2012 , unless sooner repealed.

29
30 Section 2. Except as specifically amended, Ordinance No. 10, Series 2011, shall continue
31 in full force and effect.

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

37
38 Section 4. The Town Council hereby finds, determines and declares that it has the power
39 to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
40 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
41 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
42 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
43 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
44 contained in the Breckenridge Town Charter.



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: February 6, 2012
Subject: *Request for a Development Agreement for Extended Vesting for Cucumber Creek Estates*

Background

In 2001, as part of a larger deal to acquire the Cucumber Gulch Preserve from the Christie Heights Partnership, the Town approved a Development Agreement for extended vesting to the Partnership for the subdivision known as Cucumber Creek Estates. The agreement is for 15 years, to expire in January of 2016. As of January 2012, no development has occurred in Cucumber Creek Estates and as explained in Mr. Wist's letter of February 2, 2012, none is planned for the foreseeable future due to the current economic situation.

As the Council is aware, during the last year the Town has been negotiating an agreement with the Breckenridge Nordic Center (BNC) to relocate and replace the current Nordic building on the site. Part of this agreement anticipates the donation of the piece of property known as Tract D by the Partnership to the Town to be used in the new development plan for the BNC. Tract D will be conveyed to the Town upon approval of BNC's development plan. This donation is not related to the extended vesting request other than its timing will occur about when the Development Agreement will be considered.

In consideration of the Development Agreement, the Partnership is offering to allow the Town to lease all of Tract B and modify the termination provisions. The Town Open Space staff has worked with the agent of the Partnership in the past to allow the use of part of Tract B for recreational purposes like Nordic skiing, mountain biking and hiking. This offer would expand the land that could be used and ensure a longer commitment for the lease term.

Staff is presenting the request for the Development Agreement to Council to see if is comfortable proceeding with the request, want some modification to it or wish to refer.

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

STEPHEN C. WEST
D. WAYNE BROWN
FELICE F. HUNTLEY
ERIN C. HUNTER
MIRO KOVACEVIC

DANIEL TEODORU
Special Counsel
JILL D. BLOCK
Paralegal

February 2, 2012

VIA EMAIL (timg@townofbreckenridge.com)

Timothy J. Gagen
Department of Community Development
Town of Breckenridge
150 Ski Hill Road
Breckenridge, CO 80424

Re: Development Agreement for Extending Vesting of
Development Permit #1998-3-3 for Cucumber Creek Estates

Dear Tim:

At Tim Berry's suggestion I am addressing this letter to you instead of one of the planners because Tim Casey and you have been discussing matters related to Christie Heights and the Breckenridge Nordic Center and because there is no active planning matter relating to the subdivision plan for Tract B, Christie Heights Subdivision Filing No. 2 ("Tract B"). As Tim Casey and you have discussed Christie Heights Partnership ("Partnership") would like to have the vested rights for the subdivision plan approved by Development Permit #1998-3-3 for Tract B ("Permit") further extended. In light of the lack of demand for the types of lots and/or residences that would be created at Cucumber Creek Estates, an additional 5 years of vesting would seem to be appropriate for the Permit because of the current and anticipated market conditions.

The purpose of this letter is to serve as the required application for a development agreement to authorize the extension of the vesting of the Permit by five (5) additional years from January 9, 2016 to January 9, 2021.

With respect to the encouraged commitments provided for in Section 9-9-4 of the Town Code in connection with an application for a development agreement the owner is proposing (and the attached Development Agreement provides for) an amendment to the termination provision of the Lease between the Partnership and the Town dated October 9, 2009 ("Lease") to eliminate the Partnership's right as Landlord under the Lease to terminate the term of the Lease on 30 days' notice and to substitute a right to terminate only in the event that the Partnership intends to begin construction of improvements to Tract B in accordance with the Permit, which

Timothy J. Gagen
Department of Community Development
Town of Breckenridge
February 2, 2012
Page 2

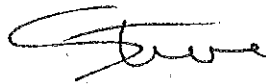
termination would be accomplished by notice that must be given at least 90 days prior to the date of termination and that may not be given between September 1 of any year and January 31 of the next calendar year in order to avoid disrupting the nordic skiing activities that occur on Tract B. In addition, the Partnership proposes that the Lease be amended to include the areas of Tract B currently under license to the Breckenridge Nordic Center but to become available for other uses upon relocation of the base facilities of the Breckenridge Nordic Center off of Tract B.

Based on the foregoing, the Partnership respectfully requests that this letter be considered as the formal application for consideration of the proposed Development Agreement attached. Because the Development Agreement is being proposed at this time to coincide with the Town's arrangements with Breckenridge Nordic Center, L.L.C. to move its existing Nordic ski base off of Tract B instead of as part of a development permit application for something like an amendment to the Permit, which the Partnership has been contemplating, the Partnership respectfully requests that any application fee for the proposed Development Agreement be waived. The remainder of the submittal requirements of Section 9-9-9 of the Town Code are complied with as follows: Subsection A will be satisfied by the delivery to the Town Attorney of a commitment for title insurance showing ownership of Tract B to be in the name of the Partnership; Subsections B and C are not applicable because the Partnership is the owner of Tract B; Subsections D and E are satisfied by this letter and the attached Development Agreement; Subsection F is satisfied with the submittal of the proposed Development Agreement itself.

If any additional information or documentation is needed, please do not hesitate to let me know. Otherwise, I hope that this matter can be scheduled for the Town Council's work session on February 14, 2012 and presumably then for a first reading of an ordinance to approve the Development Agreement that evening.

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

Respectfully,



Stephen C. West
Attorney and Agent for
Christie Heights Partnership

SCW/amw

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

1070.40

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

DEVELOPMENT AGREEMENT
FOR
EXTENDED VESTING
OF
DEVELOPMENT PERMIT #1998-3-3
FOR
CUCUMBER CREEK ESTATES

This Development Agreement for Extended Vesting of Development Permit #1998-3-3 for Cucumber Creek Estates ("Agreement") is made as of the ____ day of _____, 2012 between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, (the "Town") and CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership (the "Developer").

Recitals

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

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

("Tract B").

B. Pursuant to Development Permit #1998-3-3 ("Permit"), the Town has approved the Subdivision Plan for Cucumber Creek Estates as a site specific development plan for Tract B.

C. Pursuant to the Development Agreement for Cucumber Creek Estates (Extended Vested Property Rights) dated January 18, 2001 and recorded January 31, 2001 under Reception No. 644110, Summit County, Colorado ("Original Agreement"), the vested property rights period for the Permit is fifteen (15) years, which will expire on January 9, 2016. As used in this Agreement, the term "vested property rights period" shall have the meaning, purpose and effect afforded such term in the Breckenridge Development Code, including, but not limited to, Section 9-1-17-11 and Policy 39 of Section 9-1-19.

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

E. As the result of the current market conditions for single family residential property, the number of residences and lots available, and the rate at those residences and lots are

anticipated to sell, adding five (5) additional years to the current vested property rights period is reasonable.

F. As the commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-1-4 of the Breckenridge Town Code, developer proposes to amend the Lease between Developer and the Town dated October 9, 2009 for Tract B ("Lease"): first, to eliminate Developer's right as Landlord under the Lease to terminate the term of the Lease on thirty (30) days' notice and to substitute a right to terminate only in the event that developer intends to begin construction of improvements to Tract B in accordance with the Permit by notice that must be given at least ninety (90) days prior to the date of termination and may not be given between September 1 of any year and January 31 of the next calendar year; and, second, to include the areas of Tract B currently excluded from the Lease.

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

Agreement

1. The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested property rights period for the Permit because current market conditions and anticipated economic cycles indicate that the single family lots should be subdivided when there is demand for such lots and that an additional five (5) years is reasonable for such subdivision to take place.

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

3. Pursuant to its authority under paragraph K of Section 9-1-17-11 of the Breckenridge Development Code, the Town Council, on behalf of the Town, agrees that the vested property rights period for the Permit, including any amendments thereto, shall be extended to January 9, 2021.

4. As commitments to the Town to enter into this Agreement, Developer agrees: to eliminate Developer's right as Landlord under the Lease to terminate the term of the Lease on thirty (30) days' notice and to substitute a right to terminate only in the event that developer intends to begin construction of improvements to Tract B in accordance with the Permit by notice that must be given at least ninety (90) days prior to the date of termination and may not be given between September 1 of any year and January 31 of the next calendar year; and to include the entirety of Tract B under the Lease for use by the Town by adding the areas of Tract B currently excluded from the Lease.

5. The Original Agreement is hereby terminated and released as a burden upon or benefit to Tract B.

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

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

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

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

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

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

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

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

respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Developer. Developer also agrees to bear all other costs and expenses related thereto, including court costs and attorney's fees.

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

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

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

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

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

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

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

If To The Town:

Timothy J. Gagen, Town Manager
Town of Breckenridge
P.O. Box 168
Breckenridge, CO 80424

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

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

If To The Developer:

Timothy J. Casey
Christie Heights Partnership
P.O. Box 2340
Breckenridge, CO 80424

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

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

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

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

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

[Separate Signature Pages Follow]

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

Attest:

Mary Jean Loufek, CMC
Town Clerk

By: _____
Timothy J. Gagen, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2012 by Timothy J. Gagen as Town Manager and Mary Jean Loufek, CMC, of the Town of
Breckenridge, a Colorado municipal corporation of the State of Colorado.

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

Notary Public

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing was acknowledged before me this _____ day of _____,
2012 by Timothy J. Casey, Managing Partner of Christie Heights Partnership, a California
general partnership.

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

Notary Public

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is dated as of the ____ day of _____, 2012 and is between CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership ("Landlord") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Tenant") and amends the Lease between Landlord and Tenant dated October 9, 2009 ("Lease").

In consideration of Ten Dollars (\$10.00) and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Property. Those areas of Tract B previously excluded from the Lease because they were subject to the License Agreement between Landlord and Eugene L. Dayton and Breckenridge Nordic Ski Center, Inc. ("Licensees") dated January 18, 2001 ("License") will be added to the Property when the License automatically terminates upon Licensees' removal of substantially all of Licensees' improvements from Tract B, which is to occur within 180 days after issuance of a certificate of occupancy for Licensees' new facility to be constructed on Tract C, Christie Heights Subdivision Filing No. 2 pursuant to a separate agreement between Breckenridge Nordic Ski Center, L.L.C. and the Town of Breckenridge, upon which termination the entirety of Tract B will constitute the Property.

2. Term. The Term of the Lease shall continue in effect uninterrupted until terminated by Landlord on the date that is ninety (90) days after Landlord gives written notice to Tenant that Landlord intends to begin making improvements to the Property and that the Lease is terminated, provided, however, that such notice may not be given between September 1 of any year and January 31 of the next calendar year.

3. Early Termination. In the second line of paragraph 2 of the Lease "either the Landlord or" is hereby deleted.

4. Use of Property. Landlord will have the right to use the Property for any purpose that does not unreasonably interfere with Tenant's use rights provided for in the Lease, with Landlord's use to include, but not be limited to, activities associated with maintenance of forest health and planning for development.

5. Defined Terms. All capitalized terms used but not defined in this Amendment will have the meaning provided for them in the Lease.

6. Effectiveness of Lease. Except as modified by this Amendment, all other terms, covenants and conditions of the Lease will remain in full force and effect.

[Signature Page Follows]

TENANT:

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

Attest:

Mary Jean Loufek, CMC
Town Clerk

By: _____
Timothy J. Gagen, Town Manager

LANDLORD:

CHRISTIE HEIGHTS PARTNERSHIP,
a California general partnership

By: _____
Timothy J. Casey, Managing Partner

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LEASE

THIS LEASE ("*Lease*") is dated October 9, 2009 and is between CHRISTIE HEIGHTS PARTNERSHIP, a California general partnership ("*Landlord*") and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Tenant*").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following real property located in the Town of Breckenridge, Summit County, Colorado:

Tract B and Tract D, Christie Heights Subdivision, Filing 2, subject to and excepting therefrom those areas subject to the License Agreement (Nordic Ski Base) between Landlord and Eugene L. Dayton and Breckenridge Nordic Ski Center, Inc. dated January 18, 2001, a copy of which is attached hereto, (the "*Property*") upon the following terms and conditions:

1. Term. The term of this Lease began as of 12:01 A.M. on November 1, 2008, and will end, subject to earlier termination as hereafter provided, at 11:59 P.M. one (1) year thereafter, provided, that the Term will renew for subsequent one (1) year periods beginning on November 1, 2009 and each year thereafter unless terminated by Landlord or Tenant in accordance with Section 2.

2. Early Termination. Notwithstanding the term of this Lease stated in Section 1, this Lease may be terminated by either the Landlord or the Tenant, without liability for breach of this Lease, upon not less than thirty (30) days' prior written notice of termination to the other party given in accordance with Section 23, with a copy to the Summit County, Colorado Assessor, provided, however, that, after an automatic renewal on November 1 of any year, a notice of termination may not be given until on or after March 1 of the next calendar year.

3. Rent. The total rent to be paid by the Tenant for the full term of this Lease is One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Landlord.

4. Quiet Enjoyment. Landlord covenants that, upon Tenant's payment of the rent and performance of the covenants herein contained, Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

5. Use Of Property. The Property may be used by the Tenant only as follows: (a) for hiking, mountain biking and nature programs during the summer months (May through October); and (b) for Nordic skiing, snowshoeing, and similar winter recreational activities during the winter months (November through April). Except for trail grooming equipment used in connection with Nordic skiing, no motorized vehicles are permitted on the Property. No other use of the Property will be made by Tenant without Landlord's prior written consent.

6. No Hazard or Nuisance. Tenant will not maintain, commit, or permit the maintenance or commission of any hazard or nuisance on the Property.

1 7. Taxes. This Lease has been entered into by Landlord and Tenant based on the
2 understanding that the Property will be exempt from general property taxation during the term of
3 this Lease pursuant to §39-3-124(1)(b)(I), C.R.S. Tenant agrees to provide the Summit County,
4 Colorado Assessor (the "Assessor") with a copy of this Lease immediately following its signing,
5 and to provide such other information as may be requested by the Assessor with respect to the
6 Assessor's determination of the tax status of the Property. If the Assessor determines that the
7 Property is subject to general property taxation during the term of this Lease, this Lease may be
8 terminated by Landlord or Tenant pursuant to Section 2.

9
10 8. Improvements. The Property is leased without any improvements on it. Tenant will
11 make no improvement to the Property without the prior written consent of Landlord, which
12 consent may be withheld in Landlord's sole and absolute discretion. Any improvement built,
13 constructed, or placed on the Property by Tenant will, unless otherwise provided by written
14 agreement between Landlord and Tenant, be removed from the Property at the expiration or
15 sooner termination of this Lease at Tenant's sole cost and expense.

16
17 9. Assignment And Sublease. Tenant will not sublet or license the Property or assign
18 this Lease without the prior written consent of the Landlord, which consent may be withheld in
19 Landlord's sole and absolute discretion; provided, however, Tenant may sublet or license the
20 Property to the operator of the Breckenridge Nordic Center for its wintertime use in connection
21 with the operation of the Breckenridge Nordic Center without Landlord's consent, provided that
22 such operator must be required to comply with all of the terms and conditions of this Lease and
23 must agree in writing to provide Landlord with the same indemnification as is provided for in
24 paragraph 6 of the License Agreement (Nordic Ski Base) attached hereto and with general
25 liability insurance as provided for subparagraph 3(a) of the License Agreement (Nordic Ski
26 Base) attached hereto.

27
28 10. Condition of the Property. Tenant will, at Tenant's sole expense, keep and maintain
29 the Property in a good, clean, sanitary, and safe condition throughout the term of this Lease.

30
31 11. Surrender of Property. At the end of this Lease Tenant will surrender the Property to
32 the Landlord in as good a condition as existed at the time of the commencement of this Lease,
33 normal wear and tear excepted. At the end of this Lease Tenant will remove its property from the
34 Property at Tenant's sole cost and expense. Any of Tenant's property not removed from the
35 Property at the end of this Lease will be considered abandoned and Landlord will have the right
36 (but not the duty), without any notice to Tenant, to sell or otherwise dispose of the property at the
37 expense of the Tenant and Landlord will not be accountable to the Tenant for any part of the
38 proceeds of such sale, if any.

39
40 12. Inspection Of Property. Tenant acknowledges that it has inspected the Property and
41 is aware of its geological and topographical condition. Tenant accepts the Property in "AS IS"
42 condition without recourse to Landlord for any dangerous conditions, known or unknown.
43 Tenant further agrees that the Property was at the time of the commencement of this Lease in a
44 safe, clean, and tenantable condition.

1 13. Liens. Tenant will not permit the creation of any lien upon the Property. The
2 indemnification provisions of this Lease apply to any such lien. If, because of any act or
3 omission of Tenant, and resulting from Tenant's work on the Property, any mechanic's or other
4 lien, charge or order for the payment of money is filed against the Property, Tenant will, at its
5 own cost and expense, cause the same to be discharged of record or bonded within ninety (90)
6 days from the filing of such lien.

7
8 14. Hazardous Materials. Tenant will not store or permitted the storage on the Property
9 of any type of hazardous or similar material which is regulated by federal, state or local
10 regulation.

11
12 15. Tenant Default. Tenant will be in default under this Lease if Tenant fails to comply
13 with any of the terms, provisions or covenants of this Lease within three (3) days following
14 services of a demand for compliance notice by Landlord in accordance with Colorado law.
15 However, if the default cannot be corrected within three (3) days, the Tenant will not be in
16 default if it begins to correct the default within three (3) days of receipt of the demand for
17 compliance notice thereafter corrects the default with due diligence. Service of a demand for
18 compliance notice by Landlord may be made in the manner provided in Section 23 for the giving
19 of notice under this Lease.

20
21 16. Landlord's Remedies Upon Default. If the Tenant is in default under this Lease,
22 Landlord has all of the remedies provided for in such circumstances by Colorado law, including
23 without limitation, the right to terminate this Lease by written notice to Tenant, in which event
24 Tenant will immediately surrender the Property to Landlord. If Tenant fails to surrender
25 possession Landlord may, without prejudice to any other remedy which it may have for
26 possession or arrearages in rent, enter upon and take possession of the Property and expel or
27 evict Tenant and any other person who may be occupying the Property or any part thereof, by
28 force if necessary, without being liable for any claim for damages therefor.

29
30 17. Holdover By Tenant. If Tenant remains in possession of the Property with the
31 consent of Landlord after the expiration of this Lease, then a new tenancy from month to month
32 will be created between Landlord and Tenant that will be subject to all the terms and conditions
33 of this Lease, but will be terminable upon ten (10) days' written notice served by either Landlord
34 or Tenant on the other party.

35
36 18. Insurance.

37
38 18.1 Throughout the term of this Lease Tenant will procure and maintain general
39 liability insurance with minimum combined single limits of not less than the limits of liability
40 established under the Colorado Governmental Immunity Act (§24-10-101, et seq., C.R.S.), as
41 amended from time to time (the "*Act*"), which limits are as of the commencement of this Lease
42 \$150,000 for injuries or damages sustained to one person in any single occurrence and \$600,000
43 for injuries or damages sustained to two or more persons in any single occurrence. Such
44 coverages will be procured and maintained with forms and insurers reasonably acceptable to the
45 Landlord. All coverages will be continuously maintained to cover all liability, claims, demands,
46 and other obligations assumed by Tenant pursuant to Section 21. In the case of any claims-made

1 policy, the necessary retroactive damages and extended reporting periods will be procured to
2 maintain such continuous coverages.

3
4 18.2. The general liability insurance policy required by Subsection 18.1 will be endorsed
5 to include the Landlord as an additional insured. Every policy required above will be primary
6 insurance, and any insurance carried by Landlord is excess and not contributory insurance to that
7 provided by Tenant. Tenant is solely responsible for any deductible losses under any policy
8 required above.

9
10 18.3. A certificate of insurance will be completed by Tenant's insurance agent and
11 provided to the Landlord as evidence that policies providing the required coverages, conditions,
12 and minimum limits are in full force and effect. The certificate will identify this Lease and will
13 provide that the coverages afforded under the policies will not be canceled or terminated until at
14 least thirty (30) days' prior written notice has been given to Landlord. The completed certificate
15 of insurance will be sent to:

16
17 Christie Heights Partnership
18 P.O. Box 2340
19 Breckenridge, CO 80424
20

21 18.4. Notwithstanding any other portion of this Lease, failure on the part of Tenant to
22 procure or maintain policies providing the required coverages, conditions, and minimum limits
23 throughout the term of this Lease will constitute a material breach of this Lease for which
24 Landlord may immediately terminate this Lease.

25
26 19. No Waiver Of Governmental Immunity. Landlord acknowledges that Tenant is
27 relying on, and does not waive or intend to waive by any provision of this Lease, the monetary
28 limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights,
29 immunities, and protections provided by the Act, or any other limitation or defense otherwise
30 available to Tenant, its officers, or its employees.

31
32 20. Lease Subject To State Law. This Lease is intended to be subject to the terms,
33 provisions and limitations of Article 41 of Title 33, C.R.S., including, but not limited to, the
34 limitations on landowner liability set forth in §33-41-103, C.R.S. This Lease constitutes
35 permission by Landlord for the use of the Property by Tenant, without charge, for recreational
36 purposes as defined by such law.

37
38 21. Indemnification. To the extent of the limits of liability for Colorado municipalities
39 established from time to time by the Act, Tenant will indemnify and defend Landlord against all
40 claims, demands, judgments and causes of action (including Landlord's reasonable attorney's
41 fees) arising from Tenant's or the general public's use of the Property pursuant to this Lease;
42 provided, however, Tenant has no obligation to Landlord under this Section to the extent that any
43 such claim, demand, judgment or cause of action arises through the negligence or intentional
44 wrongful act of Landlord, its agents, employees, partners, officers, contractors, licensees, lessees,
45 successors or assigns, or Landlord's breach of this Lease; and, provided further, that Town's
46

1 obligations under this Section will in no event exceed the monetary limitations established from
2 time to time by the Act.

3
4 22. Attorney's Fees. If a legal action is filed by either party to recover for breach of this
5 Lease, or to enforce a party's rights arising from or in connection with this Lease, the prevailing
6 party will be awarded its reasonable attorneys' fees and costs in such action. For purposes of this
7 section, "**Prevailing Party**" means a party that is awarded, by verdict, judgment, order or
8 award, at least 50% of the highest total damages disclosed or claimed in writing by said party at
9 any time in the action. Should neither party be a Prevailing Party, each party will pay its own
10 costs and fees incurred in connection with the legal action. Should both parties be a Prevailing
11 Party, both will be entitled to recover their reasonable attorneys' fees and costs respectively, as
12 proved by them and determined by the judge.

13
14 23. Notices. All notices required or permitted under this Lease will be given by
15 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
16 carrier delivery, or by telecopies, directed as follows:

17
18 If intended for Tenant, to:

19
20 Town of Breckenridge
21 P.O. Box 168
22 150 Ski Hill Road
23 Breckenridge, Colorado 80424
24 Attn: Town Manager
25 Telecopier number: (970)547-3104
26 Telephone number: (970)453-2251

27
28 with a copy in each case (which will not constitute notice) to:

29
30 Timothy H. Berry, Esq.
31 Timothy H. Berry, P.C.
32 131 West 5th Street
33 P. O. Box 2
34 Leadville, Colorado 80461
35 Telecopier number: (719)486-3039
36 Telephone number: (719)486-1889

37
38 If intended for Landlord, to:

39
40 Christie Heights Partnership
41 Timothy J. Casey, Managing Partner
42 P.O. Box 2340
43 Breckenridge, CO 80424
44 Telecopier number: (970) 453-5490
45 Telephone number: (970) 453-2571
46

1
2 with a copy in each case (which will not constitute notice) to:

3
4 Stephen C. West, Esq.
5 West, Brown, Huntley & Thompson, P.C.
6 P. O. Box 588
7 Breckenridge, Colorado 80424
8 Telecopier number: (970) 453-0192
9 Telephone number: (970) 453-2901

10
11 Any notice delivered by mail in accordance with this Section will have been duly given and
12 received on the third business day after the same is deposited in any post office or postal box
13 regularly maintained by the United States postal service. Any notice delivered by telecopier in
14 accordance with this Section will have been duly given and received upon receipt if concurrently
15 with sending by telecopier receipt is confirmed orally by telephone. Any notice delivered by
16 hand or commercial carrier will be duly given and received upon actual receipt. Either party, by
17 notice given as provided above, may change the address to which future notices may be sent. E-
18 mail is not an acceptable method for giving notice under this Agreement.

19
20 24. Time Of Essence. Time is of the essence of this Lease.

21
22 25. No Partnership. Landlord is not a partner, associate or joint venturer of Tenant in the
23 conduct of its business.

24
25 26. Third Parties. This Lease does not grant to any third party (except a party to whom
26 the Tenant may sublease this Lease as provided in Section 9) any right to claim damages or to
27 bring suit, action or other proceeding against the Landlord because of any breach hereof or
28 because of any of the terms, covenants, agreements and conditions herein.

29
30 27. Complete Agreement. This Lease contains the complete and final expression of the
31 agreement between the parties as to the subject matter of this Lease, and that there are no
32 promises, representations, or inducements except as are herein set forth.

33
34 28. Modification. This Lease may be modified or amended only by a duly authorized
35 written instrument executed by the parties hereto. Oral amendments to this Lease are not
36 permitted.

37
38 29. Applicable Law. This Lease is to be interpreted in accordance with the laws of the
39 State of Colorado. The parties agree to the jurisdiction and venue of the courts of Summit
40 County, Colorado in connection with any dispute arising out of or in any matter connected with
41 this Lease.

42
43 30. Counterparts. This Lease may be execute simultaneously in two or more
44 counterparts, each of which will be considered an original for all purposes and all of which
45 together will constitute but one and the same instrument.

1
2 31. Section Headings. Section headings are inserted for convenience only and in no way
3 limit or define the interpretation to be placed upon this Lease.
4

5 32. Waiver. The failure of either party to exercise any of its rights under this Lease is not
6 a waiver of those rights. A party waives only those rights specified in writing and signed by the
7 party waiving its rights.
8

9 33. No Adverse Construction. Both parties acknowledge having had the opportunity to
10 participate in the drafting of this Lease. This Lease is not to be construed against either party
11 based upon authorship.
12

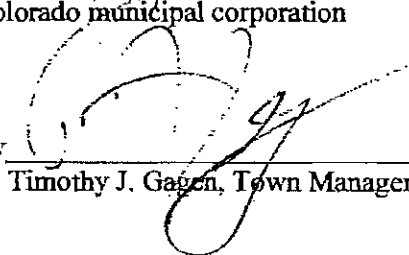
13 34. No Recording. This Lease is **NOT** to be recorded in the real property records of the
14 Clerk and Recorder of Summit County, Colorado.
15

16 35. Binding Effect. This Lease is binding upon, and inures to the benefit of, the parties
17 and their respective successors and permitted assigns.
18

19 36. Copy of Agreement. Both parties hereby acknowledge receipt of a complete and
20 signed copy of this Lease.
21

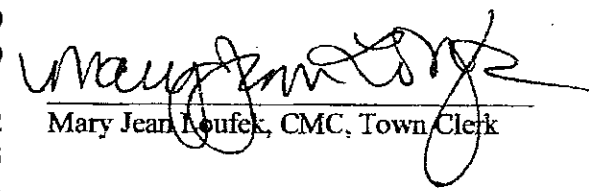
22
23
24
25 TENANT:

26
27 TOWN OF BRECKENRIDGE, a
28 Colorado municipal corporation

29
30
31
32 By 
33 Timothy J. Gagen, Town Manager
34



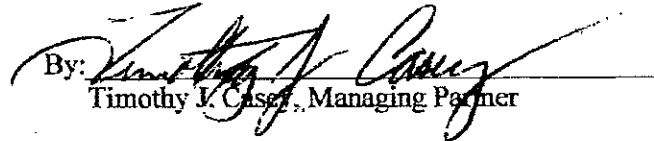
ATTEST:


Mary Jean Houfek, CMC, Town Clerk

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LANDLORD:

CHRISTIE HEIGHTS PARTNERSHIP, a
California general partnership

By: 
Timothy J. Casey, Managing Partner

1070.01 draft christie heights lease (10-09-09)

1 ***FOR FIRST READING – FEB. 14***

2
3 COUNCIL BILL NO. ____

4
5 Series 2012

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

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

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

16
17 A. Pursuant to the Development Permit No. 1998-3-3 (the “**Development Permit**”),
18 the Town has approved an amended subdivision plan for Cucumber Creek Estates (the
19 “**Subdivision Plan**”).

20
21 B. Pursuant to the Breckenridge Town Code the vested property rights period for the
22 Subdivision Plan is three years. As used in this Agreement, the term “vested property rights
23 period” shall have the meaning, purpose and effect afforded such term in the Breckenridge Town
24 Code.

25
26 C. The Breckenridge Town Code, including Section 9-1-17-11:E of the Development
27 Code, authorizes the vested property rights for a phased development to be as provided for in a
28 development permit and Section 9-1-17-11:K of the Development Code authorizes the Town
29 Council to enter into a development agreement to provide for a vested property rights period of
30 more than three years when warranted in light of all relevant circumstances including, but not
31 limited to, the size and phasing of the development, economic cycles and market conditions.

32
33 D. By that Development Agreement For Cucumber Creek Estates (Extended Vested
34 Property Rights) the Town and Christie Heights Partnership, a California general partnership
35 (“**Developer**”), agreed that the vested property rights for the Subdivision Plan were extended
36 until January 9, 2016.

37
38 E. The Developer has submitted a completed application for a new development
39 agreement to extend the vested property rights for the Subdivision Plan until January 9, 2021.

40
41 F. The Town Council has received the completed application; had a preliminary
42 discussion of the application and the proposed agreement; determined that it should commence
43 proceedings for the approval of the agreement without referring the application to the Planning
44 Commission. For good cause, the Town Council agreed to waive the application fee for the
45 requested Development Agreement.

46

1 G. A Development Agreement between the Town and the Developer providing for
2 the requested extension of the vested property rights has been prepared, a copy of which is
3 marked **Exhibit “A”**, attached hereto, and incorporated herein by reference (“**Development**
4 **Agreement**”).

5
6 H. The commitments to the Town to enable the Town to obtain supplemental
7 benefits that could not be obtained by the Town through existing regulations, standards or
8 policies, as encouraged in Section 9-9-4 of the Breckenridge Town Code, are provided for in the
9 Development Agreement.

10
11 I. The Town Council has reviewed the Development Agreement.

12
13 J. The extension of the vested property rights for the Development Permit as
14 provided for in the Development Agreement is warranted in light of all relevant circumstances.

15
16 K. The procedures to be used to review and approve a Development Agreement are
17 provided in Chapter 9 of Title 9 of the Breckenridge Town Code. The requirements of such
18 Chapter have been met in connection with the approval of the Development Agreement and this
19 ordinance.

20
21 Section 2. Approval of Development Agreement. The Development Agreement between
22 the Town and Developer (**Exhibit “A”** to this ordinance) is approved, and the Town Manager is
23 authorized, empowered, and directed to execute such Agreement for and on behalf of the Town
24 of Breckenridge.

25
26 Section 3. Notice of Approval. The Development Agreement shall contain a notice in the
27 form provided in Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in
28 compliance with the requirements of Section 9-9-13 of the Breckenridge Town Code shall be
29 published by the Town Clerk one time in a newspaper of general circulation in the Town within
30 fourteen days after the adoption of this ordinance. Such notice shall satisfy the requirement of
31 Section 24-68-103, C.R.S.

32
33 Section 4. Police Power Finding. The Town Council hereby finds, determines and
34 declares that this ordinance is necessary and proper to provide for the safety, preserve the health,
35 promote the prosperity, and improve the order, comfort and convenience of the Town of
36 Breckenridge and the inhabitants thereof.

37
38 Section 5. Authority. The Town Council hereby finds, determines and declares that it has
39 the power to adopt this ordinance pursuant to the authority granted to home rule municipalities
40 by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town
41 Charter.

42
43 Section 6. Effective Date. This ordinance shall be published and become effective as
44 provided by Section 5.9 of the Breckenridge Town Charter.

45

1 INTRODUCTION, READ ON FIRST READING, APPROVED AND ORDERED
2 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
3 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day of
4 _____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
5 Town.

6
7 TOWN OF BRECKENRIDGE

8
9
10 By _____
11 John G. Warner, Mayor

12
13 ATTEST:

14
15
16
17 _____
18 Mary Jean Loufek, CMC, Town Clerk

Memorandum

To: Town Council
From: Open Space and Trails Staff
Re: Cucumber Gulch Preserve Management Plan
Date: January 26, 2012 (for the February 14th meeting)

Following input from Town Council, BOSAC and the general public, staff has prepared a final draft of the Cucumber Gulch Management Plan. The plan is intended to direct management policy for the sensitive open space preserve. BOSAC reviewed the plan at its January 16th meeting and formally recommended Town Council approval. Staff now requests Town Council's feedback on the plan.

Based on BOSAC's unanimous recommendation and the strong support of the plan through the public process, there have been no material changes to the plan since Council's last review. Staff presents this item as a legislative matter with a request to adopt the plan via resolution.

Attached is a copy of the plan for Council review and a memo summarizing the results from the public process.

Staff requests Town Council review the plan and answer the following question regarding the Cucumber Gulch Preserve Management Plan:

- 1. Is Town Council comfortable adopting the Cucumber Gulch Management Plan?***

If the Council is comfortable with the Plan, with any changes suggested by Council, staff requests that the Council take action to adopt the attached resolution at Tuesday night's meeting.

1 ***FOR WORKSESSION/ADOPTION – FEB. 14***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION ADOPTING THE “CUCUMBER GULCH PRESERVE
8 MANAGEMENT PLAN (FEBRUARY 2012)”

9
10 WHEREAS, the Town of Breckenridge owns the real property commonly known
11 as the “Cucumber Gulch Preserve”; and

12
13 WHEREAS, the Cucumber Gulch Preserve has a unique and extremely valuable
14 ecology that must be preserved; and

15
16 WHEREAS, in its capacity as owner of the Cucumber Gulch Preserve the Town
17 has prepared the “Cucumber Gulch Preserve Management Plan (February 2012)”, a copy
18 of which is marked **Exhibit “A”**, attached hereto, and incorporated herein by reference;
19 and

20
21 WHEREAS, the purposes of the “Cucumber Gulch Preserve Management Plan
22 (February 2012)” are to:

- 23
24 1. Protect sensitive natural areas of the Cucumber Gulch Preserve that may
25 need additional conservation;
26
27 2. Provide for limited, managed public access to Cucumber Gulch ; and
28
29 3. Monitor the resource values of the Cucumber Gulch Preserve to determine
30 if management objectives are being achieved,

31
32 ; and

33
34 WHEREAS, the Town Council has reviewed the proposed “Cucumber Gulch
35 Preserve Management Plan (February 2012)”, and is familiar with its contents; and

36
37 WHEREAS, the Town Council has received the recommendation of the Town of
38 Breckenridge Open Space Advisory Commission that the “Cucumber Gulch Preserve
39 Management Plan (February 2012)” be adopted as the Town’s plan for the current and
40 future management of the Cucumber Gulch Preserve; and

41
42 WHEREAS, the Town Council finds and determines that the “Cucumber Gulch
43 Preserve Management Plan (February 2012)” should be adopted.

44
45 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
46 OF BRECKENRIDGE, COLORADO, as follows:

1
2 Section 1. The “Cucumber Gulch Preserve Management Plan (February 2012)”
3 (**Exhibit “A”** hereto) is adopted as the Town’s plan for the current and future
4 management of the Cucumber Gulch Preserve.

5
6 Section 2. This resolution is effective upon adoption.

7
8 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.

9
10 TOWN OF BRECKENRIDGE

11
12
13
14 By _____
15 John G. Warner, Mayor

16 ATTEST:

17
18
19 _____
20 Mary Jean Loufek, CMC,
21 Town Clerk

22 APPROVED IN FORM

23
24
25
26 _____
27 Town Attorney date



Cucumber Gulch Preserve Management Plan



Cucumber Gulch Preserve

Management Plan



Town Council

John Warner, Mayor

Eric Mamula

Mike Dudick

Jeffrey Bergeron

Peter Joyce

Jennifer McAtamney

Mark Burke

Open Space Advisory Commission

Dennis Kuhn, Chair

Devon O'Neil

Erin Hunter

Jeff Carlson

Jeff Cospolich

Scott Yule

Prepared by the Community Development Department

Peter Grosshuesch, Director

Mark Truckey, Assistant Director

Scott Reid, Open Space & Trails Planner

Chris Kulick, Open Space & Trails Planner

Joanie Brewster, Administrative Assistant

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INTRODUCTION

A. Executive Summary

The Town of Breckenridge, as the steward of the 117-acre Cucumber Gulch Preserve (the Preserve), is crafting a management plan to guide use of this precious resource. The Town seeks to establish a plan to preserve the natural resources of the Gulch while allowing for limited public access.

This management plan is designed to:

- Protect sensitive natural areas of the Preserve that may need additional conservation.
- Provide for limited, managed public access to the Gulch.
- Monitor the resource values of the Preserve to determine if the management objectives are being achieved.

The management plan is designed to guide use and achieve the management objectives of the Gulch. The Town of Breckenridge Open Space and Trails Division, with oversight from the Breckenridge Open Space Advisory Committee, will administer and maintain the Preserve in accordance of this management plan. In order to be a perpetually effective management document, a review of the plan should take place annually following the monitoring report release.

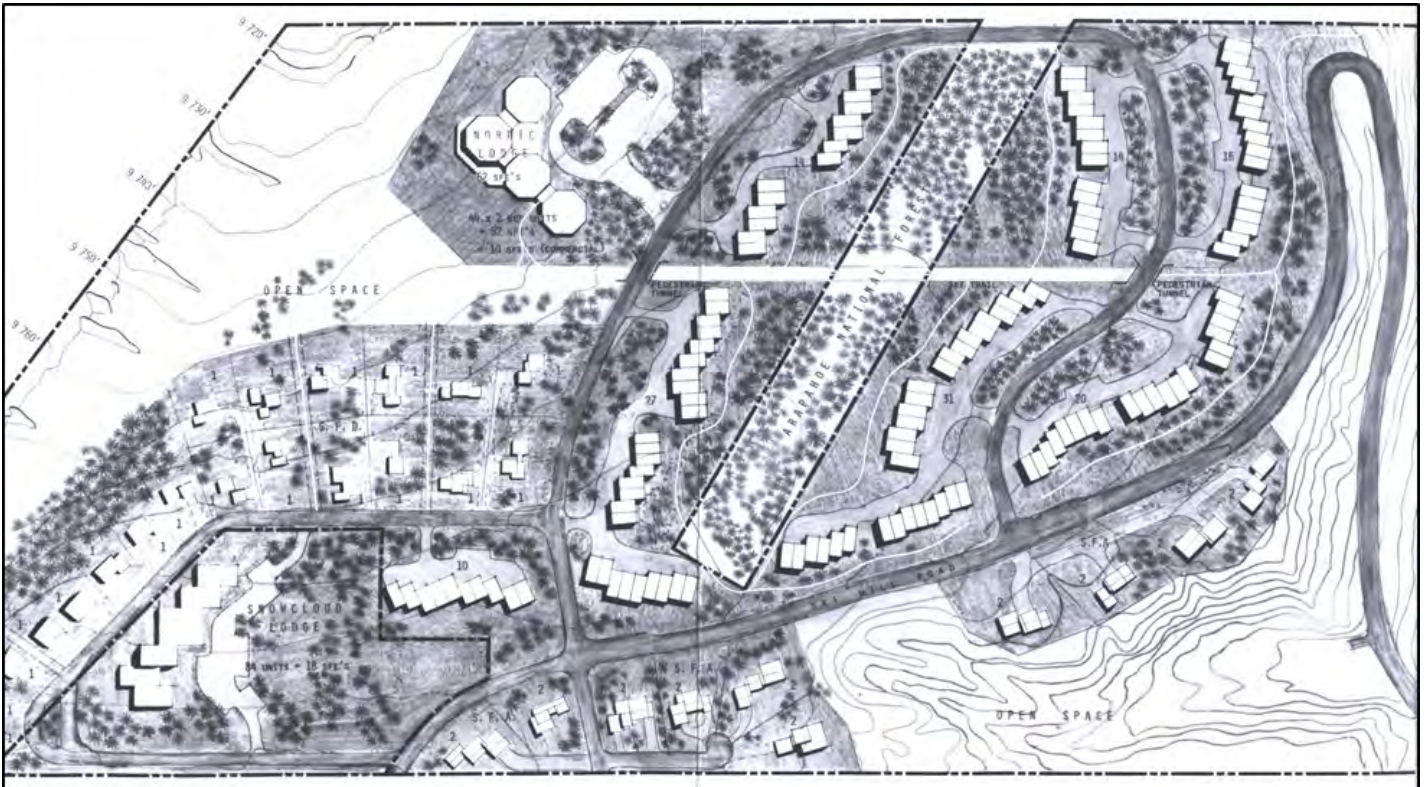
B. History of Cucumber Gulch

For much of its existence, Cucumber Gulch developed untrammelled, allowing its unique ecology of rare plants, fens and peat wetlands to develop over thousands of years. The Gulch's first exposure to humans occurred during the mining boom of the 1880's. Mining activity was limited to a small area located near the base of Shock Hill and scattered sites on the MBJ parcel. During this period, the trails were established in the Gulch by miners traveling to nearby claims.

Except for a limited number of miners utilizing the trails, Cucumber Gulch continued to be minimally impacted by human activity until the establishment of the Breckenridge Ski Resort in 1961. Initially, the area was not impacted by significant development; however the operation of the ski resort altered some of the area's drainage patterns and wildlife corridors. Later, in the 1970's and 80's, significant development occurred near the base of the ski resort and adjacent to Cucumber Gulch. During this period, there was very little concern or knowledge about the impacts that development could inflict on the Gulch's fragile ecosystem. Some examples of projects that were developed adjacent to the Gulch during this period include Peak 8 Village, Gold Camp, Ski Watch, the Breckenridge Nordic Center and the Christie Heights subdivision. In addition to these completed projects, several other much larger projects were proposed. These proposed developments included building footprints, parking, tennis courts and an amphitheater



Cucumber Gulch from 1965 Breckenridge Ski Area Trail map, prior to the development of the 1970's & 80's



Proposed 1979 Nordic Life Fitness Complex. This proposal anticipated adding hundreds of SFEs in areas now protected by the Town.

within the area now protected as the Preserve. Due to cyclical economic patterns, none of these more dramatic proposed developments was completed.

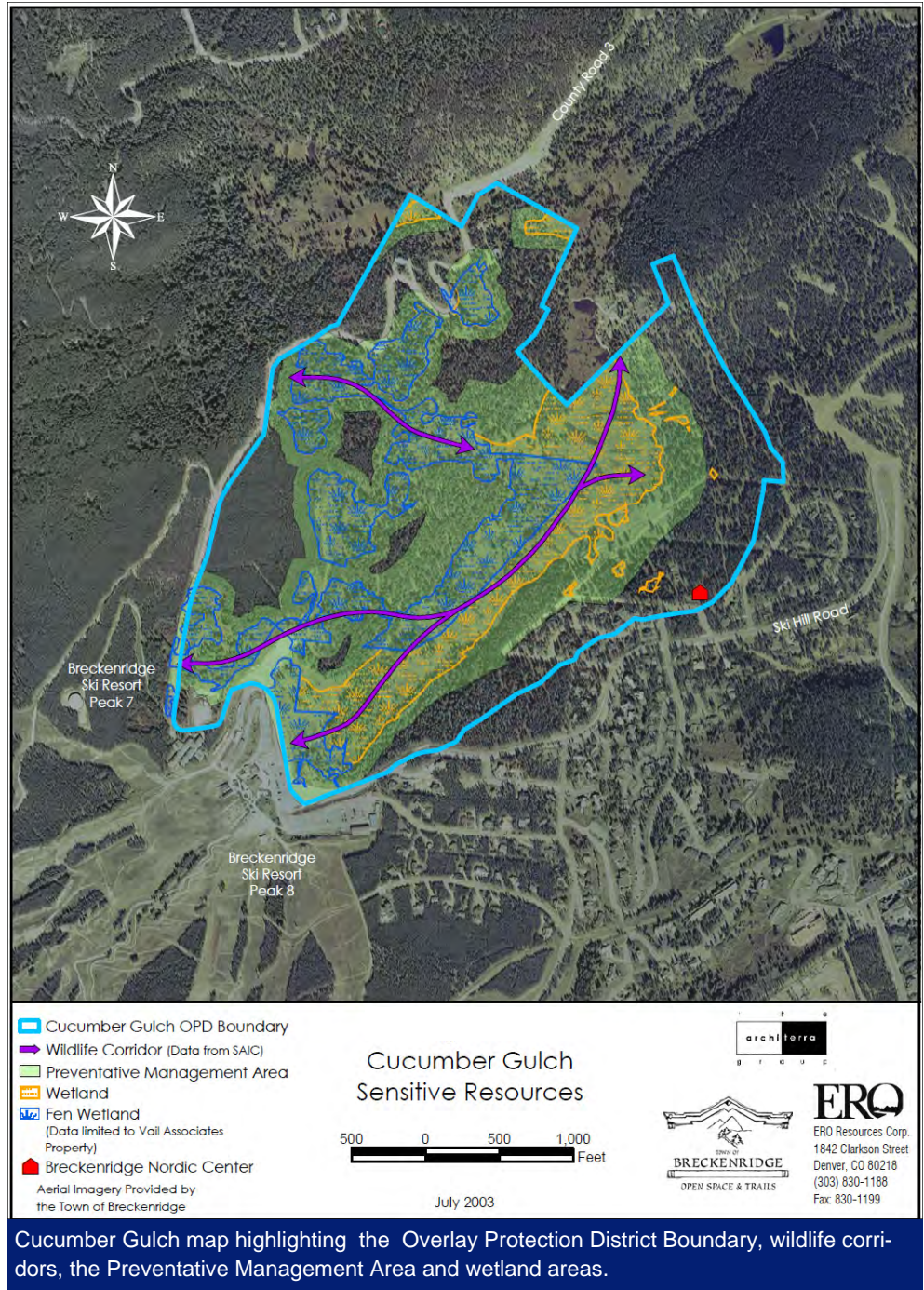


1982 Breckenridge Ski Area Master plan. This plan shows a townhome development, parking facility, tennis courts, Nordic lodge and "5 O'clock Ski Run" all within the center of the Preserve.

Until the mid 1990's, protection of the Cucumber Gulch continued to be mostly an afterthought for area residents. The Gulch received minimal visitation other than Nordic skiers during the winter months and a small number of hikers in the summer season. This pattern changed when Colorado State University (CSU) launched a large-scale research project to study biodiversity on private property. The newly formed Summit County Open Space Advisory Committee saw the CSU research project as an opportunity to investigate local private properties and establish an acquisition priorities list. Through the study, several privately owned properties in Summit County, including areas of the Gulch, were analyzed for their conservation values. Information released in the CSU report indicated the Gulch to be an extraordinary natural resource worthy of the greatest conservation efforts. Between the findings from the CSU study and the many decades of development pressure surrounding the Gulch, many local citizens started to demand its protection. It has been speculated that protection of Cucumber Gulch was a main impetus behind the Breckenridge Open Space program. 'Citizens for Open Space' was founded in 1996 and its members viewed the impending development around the Gulch, the potential loss of wildlife habitat, and a reduction in recreational access as problematic. This movement led to a voter initiative dedicating an additional .5% Town sales tax to open space acquisition and management.

Since the inception of the Open Space Program, the Town has been involved in many endeavors to protect the resources of the Preserve. The significance of Cucumber Gulch's natural resources is illustrated by the area's classification as a:

- Special Aquatic Site under the Guidelines for Specification of Disposal Sites for Dredged or Fill Material of the Clean Water Act;
- Aquatic Resource of National Importance (ARNI) by the EPA;
- Resource Category 1 under USFWS Region 6 Policy on Protection of Fens;



Cucumber Gulch map highlighting the Overlay Protection District Boundary, wildlife corridors, the Preventative Management Area and wetland areas.

- Endangered Species Habitat by Colorado Division of Wildlife; and
- Protection Urgency Rank P1 and Management Urgency Rank M1 by the Colorado Natural Heritage Program.

In 1998, the Town hired Science Applications International Corporation (SAIC), an environmental consulting firm, to study the ecology of the area. Based on the recommendations of this study, the Town began embarking on a protection program for the area. In 2000, the Cucumber Gulch Overlay Protection District was adopted by the Breckenridge Town Council. This ordinance prevents any human disturbance within the most ecologically sensitive areas of the Gulch and encourages the use of Best Management Practices in the surrounding buffer areas. Subsequent large scale development approvals on Peak 7 & 8 in 2006 and 2007, and the Shock Hill Lodge in 2008 have included additional conditions requiring best management practices and continued monitoring as part of their approvals¹. Through both of these development approvals, the Town received sizable land parcel dedications within the Gulch. Since 2001 the Town has acquired 117 acres of land through dedications and purchase to form the Preserve as it is currently known.

C. Management Objectives

The Town of Breckenridge has two primary objectives for managing the precious habitat of the Preserve: those are to preserve the conservation values of the Preserve while striking the appropriate balance with public access and adjacent development.

1. Preserve the wetland ecosystems and natural resources. The primary management objective is to preserve existing habitat in the Preserve. The Preserve is a groundwater-fed, fen wetland complex that purifies water in Cucumber Creek while providing exceptional habitat for moose, beaver, muskrat, migratory birds and other animals. Due to the Gulch’s unique characteristics and sensitive ecosystem, it is in greater need of protection and regulation than other Town-owned open space parcels.

2. Public access. Historically, the Preserve has been utilized as a recreational resource by the Town’s residents and visitors. During winter months, the Breckenridge Nordic Center hosts thousands of skiers and snowshoers in the Preserve. In the summer months, the Preserve has an extensive trail network for hiking, mountain biking and wildlife viewing.



One of the Preserve’s resident moose



Nordic skiing in the Preserve

The challenge for managing the Preserve is balancing public access with natural resource protection goals. Although resource protection is the primary reason for the Town’s investment, public recreational access in the Preserve has a long history. Continued recreational access will serve to educate the public and engender support for the Town’s resource preservation goals.

II. PROPERTY DESCRIPTION

A. Location and Character of Cucumber Gulch Preserve

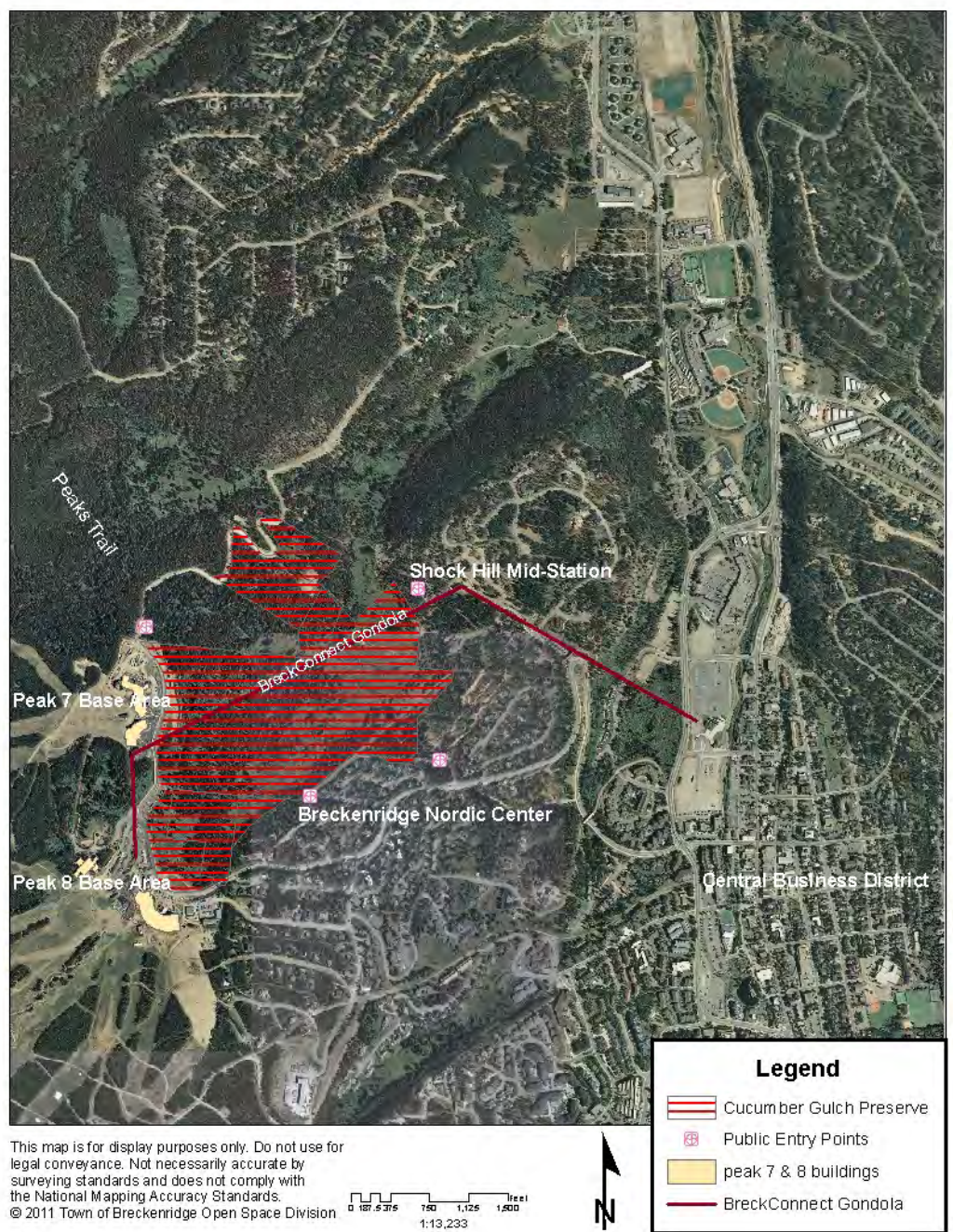
The Preserve is a north- to northeast-facing drainage and associated wetlands complex located northwest of the Town of Breckenridge Central Business District. The wetland complex lies just below Breckenridge Ski Resort's Peaks 7 and 8 and is bordered to the south, west, and much of the north by adjacent existing or planned residential development. To the northeast, the Preserve joins with Cucumber Creek, which stretches 3/4- mile to the Blue River confluence just north of Town.

The Preserve is valued for its summer and winter recreation opportunities and as an ecologically significant habitat area for sensitive wildlife and vegetation. Being located within walking distance from Town, the Preserve provides local residents and visitors an opportunity to enjoy the scenic beauty of alpine forests and wetlands.

Popular summer opportunities in the Preserve include hiking or mountain biking along one of the many summer trails. In the

winter, visitors enjoy Nordic skiing and snowshoeing. The Breckenridge Nordic Center, in operation since 1981, provides about 5.7 miles of groomed Nordic ski trails and 1.5 miles of snowshoe trails, most of which are located within the Cucumber Gulch OPD. Bird and wildlife viewing also are popular activities throughout the year.

While winter recreation is the single largest draw for visitors to the Preserve, the area has attracted a significant amount of attention since the 1995 and 1997 discoveries of breeding populations of the state-level



Cucumber Gulch Preserve Vicinity Map

endangered boreal toad (*Bufo boreas boreas*). The boreal toad historically resided throughout much of the Rocky Mountain Region between 7,000 and 12,000 feet in elevation, and has experienced dramatic declines in the last 20 to 25 years (CDOW 2002).

The Preserve also is known for the presence of about 77-acres of wetlands ranging from isolated wet meadows and seeps to large stream-side (riparian) complexes occurring along the bottom of the Preserve. Some of these wetlands also are categorized as fens, which provide a unique environment for rare plants. Fens accumulate organic material at an extremely slow rate and are driven by nutrient-rich ground water. Because of this, fens in the Preserve are an irreplaceable resource.

B. Property Boundaries and Adjacent land Uses

The Preserve consists of seven individual properties, all owned by the Town, ranging in size from 2.22 acres to 55.79 acres. Significant development pressure surrounds the Preserve on three sides. Adjacent land uses consist of the Peak 7 & 8 base areas of the Breckenridge Ski Resort, residential development off of Ski Hill



A section of the Preserve's wetlands

Road, residential development in the Shock Hill subdivision, and a large private holding located outside of the Town's limits in unincorporated Summit County.

West of the Preserve is the Peak 7 & 8 base area of the Breckenridge Ski Resort. The Peak 7 & 8 base areas are two primary portals where the majority of the 1.65 million annual skiers enter the ski resort. Additionally, there is significant existing and expected real estate development at Peak 7 & 8. When fully built out, Peak 7 & 8 will have 450.5 single-family equivalents (SFEs) of residential density and 20 SFEs of commercial density.

To the south of the Preserve a variety of existing and planned residential development is located in the Idlewild, Boulder Ridge III, GlenWild, White Wolf, Settlement and Cucumber Creek Estates subdivisions. Within these subdivisions, 12 single-family homes and 27 townhome lots are immediately adjacent to the Preserve.

On the eastern border of the Preserve lies the Shock Hill subdivision. Shock Hill is a residential subdivision that has three single-family lots, a lodge site with vested development rights for up to 129 SFEs and a gondola station adjacent to the Preserve.

North of the Preserve is a 40 acre property under a single ownership. The parcel has not been developed and functions as private open space. Within a large area of this parcel are high quality wetlands that are critical to area wildlife.

C. Existing Public Use Features

The Preserve's present use consists of a wildlife preserve and recreational open space. Despite its current role as a preserve, there has been a tradition of public recreational use of the property by various user groups prior to the Town's ownership. Therefore, recreational access to the Preserve is viewed as an important component of its management along with wildlife habitat preservation.

The most common uses of the property currently include:

- Nordic skiing
- Snowshoeing
- Hiking
- Mountain biking
- Running
- Environmental research
- Gondola usage
- Nature appreciation & education

These existing uses of the property are the baseline for considering which types of uses are compatible with the Town's mission to protect habitat and to enhance environmental systems of the Gulch. Some of the uses are suitable year round, while others are appropriate on a more seasonal or limited basis.

III. Conservation Values

Within the Preserve's boundaries are some of the most biologically diverse and sensitive wetlands within the State of Colorado. The Preserve's wetlands have a diversity of vegetation that provides important habitat to numerous bird species, aquatic insects, mammals and amphibians. As mentioned above, some of these wetlands also are categorized as fens, which provide a unique environment for rare plants. Fens accumulate organic material at an extremely slow rate and are driven by nutrient-rich ground water. While the first objective of the management plan is protecting sensitive habitat and wetlands, securing public access to the Preserve is also an important management component. The introduction of hundreds of visitors per month to the area impacts the Preserve, but the intent is to balance public recreational access with resource protection efforts. Identifying acceptable recreational uses in the Preserve will ensure that the recreating public recreates in a manner that will also preserve the natural resource values of the area

IV. STEWARDSHIP ISSUES

A. Protecting Sensitive Habitat

Construction adjacent to Cucumber Gulch presents particular challenges to the Preserve's management. At full build-out, 15 single-family homes, 27 townhomes and 579.5 multi-family SFEs are planned directly adjacent to Cucumber Gulch Preserve, with hundreds more residences nearby. One goal of this plan is to consider the impact Cucumber Gulch Preserve management will have on adjoining properties, and vice versa.

Development to the west (Peak 7 & 8) of Cucumber Gulch Preserve is ongoing and presents water quality, wildlife, and site buffering issues. The development adjacent to the eastern edge of the Preserve (Shock Hill)

is less defined but has the potential to match the developmental scale on the western edge. The proposed development in Shock Hill could affect the Preserve's wildlife, water quality and vegetative buffering. Development bordering the southern property boundaries of Cucumber Gulch is generally much less dense and largely built-out. However, the properties along the southern border present a host of issues including the lack of a geographic barrier to the gulch, greater site disturbance areas, and an abundance of household pets and individual ownership of properties (i.e. no central management). Specific conditions were placed into the Peak 7 & 8 and Shock Hill development permits to ensure minimal disturbance to Cucumber Gulch¹.

In addition to the threat from adjacent development, unrestricted recreational access also has the potential to impact the Preserve. Recreational visitors can damage the wetland complex by not staying on designated trails or by bringing an unleashed pet to the preserve, among others.

To address the conflicts with adjacent development and unregulated recreational access the Cucumber Gulch Overlay Protection District (OPD) ordinance Cucumber OPD was adopted in 2000 based on recommendations included in the 1998 Cucumber Gulch Resource Protection and Recreation Plan. The Cucumber Gulch OPD provides protection for the important and unique natural and recreation resources of Cucumber Gulch by prohibiting activities within a "Preventative Management Area" (PMA), requiring development standards, and establishing best management practices. The purpose of the PMA is to create a buffer area that maintains native vegetation, and minimizes disturbance from human activities. Section 13 of the Cucumber Gulch OPD ordinance requires that the Town develop a recreation plan identifying approved recreation activities and locations. In 2003, to further address problems arising from unregulated recreational access, a recreation plan was developed for the Preserve. In subsequent years, additional plans and analytical documents pertaining to the Town's Open Space program and the Preserve have been developed. Due to the abundance of planning recommendations and analytical information contained in a variety of documents, it is the intent of this plan to consolidate the findings descriptions and policies into a single resource document and establish clear policy direction for managing the Preserve. Below is a brief synopsis of existing scientific studies, formal policy documents and policy responses related to the Preserve.



Peak 7 Base Area Development

B.1. Scientific Studies

Colorado State University Natural Heritage Assessment of Wetlands and Riparian Areas in Summit County, Colorado (1997) The CSU study analyzed many privately owned properties in Summit County for their conservation importance. The study indicated Cucumber Gulch to be the most biologically diverse property included in the study. This study piqued local interest for protecting Cucumber Gulch's natural resources.

Annual Conservation Monitoring Reports for Cucumber Gulch (2001-2010) For the last ten years, the Town has produced annual reports detailing information and findings obtained from monitoring conducted in the Gulch. The monitoring preceded development of the Peak 7 & 8 master plan by 6 years, and therefore provides a base line condition to compare the pre-development and post-development health of the resources

within the Preserve. Information contained in these reports enables the Town Council and Town staff to make informed management adjustments on a year to year basis. More information about elements of the monitoring program is contained in the Management Policy section of this plan.

Forest Health and Mountain Pine Beetle Analysis in the Cucumber Gulch Preserve (2007) This report assessed forest health in Cucumber Gulch by looking at current conditions and forecasting those conditions into projections for the near and long-term. This document also provides direction on treatment to optimize forest health within the Gulch, without compromising other sensitive ecological aspects.

B.2. Formal Policy Documents

SAIC, Cucumber Gulch Resource Protection & Recreation Plan (1998) The SAIC plan was developed with the objective of providing a strategic framework for preserving the natural resources of Cucumber Gulch and planning for appropriate recreational uses. This represented the first comprehensive assessment of the basin's natural resources and their vulnerability or compatibility with adjacent land uses. Within the plan several key actions were identified that were subsequently carried out by the Town.

- Researching the hydrology of the wetlands
- Targeting land protection through acquisition efforts
- Establishing a Preventative Management Area
- Establishing Wildlife Movement Corridors
- Promoting Best Management Practices
- Establishing a Lead Entity (BOSAC currently fulfills this role)
- Establishing a recreation plan

Cucumber Overly Protection District (OPD) (2000) The OPD was established by a Town ordinance for the protection of the sensitive natural resources within Cucumber Gulch based on the recommendation from the SAIC plan. The ordinance required the Town to do the following:

- Establish a Preventive Management Area (PMA) around the important resources of the area, including wetlands, endangered wildlife habitat, and wildlife corridors.
- Conduct scientific studies in the PMA that identifies resources of concern in the area.
- Prohibit certain potentially harmful activities within the PMA until the ordinance can be revised based on the studies.
- Require that development meets certain standards.
- Provide that Best Management Practices be applied through restrictive covenants to new development within or adjacent to the district.
- Require new roads have wildlife passageways if constructed within the district but outside the PMA.
- Provide that a recreation plan for the area be adopted by the Town in conjunction with other agencies, based on the result of scientific studies.
- Allow for relief from the ordinance under certain circumstances.

Cucumber Gulch Recreation Master Plan (2003) The *Cucumber Gulch Recreation Master Plan* (Plan), called for in the SAIC plan referenced above, established a conceptual framework for setting management priorities and provided specific management direction for recreational resources within the OPD. The Plan was the culmination of a six-month comprehensive planning process that focused on balancing summer and winter recreational use with preservation of the sensitive natural resources found in the area. Its development was a collaborative effort that included input from Town Open Space and Trails staff, Breckenridge Open Space Advisory Commission, key stakeholders (which included private landowners, representatives of

adjacent homeowner associations, as well as Vail Associates and Breckenridge Ski Resort) and local citizens. At its foundation, the Plan emphasizes the protection of natural resources within Cucumber Gulch.

Town Open Space Plan (2007 Update) The Open Space Plan provides a strategic framework for the Town's Open Space Program, and reflects the needs and desires of the community. Specifically, the Open Space Plan has two actions for the Cucumber Gulch Preserve:

1. *"Devise measures to protect environmental quality and recreation".*
2. *"Strive to acquire additional parcels in the Cucumber Gulch area to further protect the sensitive wetland area".*

Town Trails Plan (2009 Update) The Town Council and the Breckenridge Open Space Advisory Commission (BOSAC) recognize that preserving and expanding trail access throughout the Town and the Upper Blue Basin is critical to maintaining and enhancing the quality of life in and around Breckenridge. The Trails Plan, along with the Trails Plan Maps, have been created to provide guidance to Town staff and BOSAC for future trail related priorities and decisions. It is recognized that a balance must be achieved between growth/development and the maintenance of a healthy quality of life, and that development should provide a means for preserving and improving an interconnected recreational trail network.

Sustainability is the main guiding philosophy of the Town with respect to its Trails Plan. It is important first and foremost to maintain the existing trails already within the Town's system. There also needs to be a monitoring and evaluation aspect to the Trails program to ensure that trails are not being created where they could have negative environmental or social impacts and that poorly aligned existing trails are correctly rerouted or decommissioned. Recommendations pertaining Cucumber Gulch include:

1. *"Continue to implement the tasks outlined in the Cucumber Gulch Recreation Master Plan. Monitor trail conditions and use within the Cucumber Gulch Preserve and adjust trail alignment and management accordingly".*
2. *"Work cooperatively with Nordic area concessionaires to ensure appropriate winter management of Cucumber Gulch Preserve".*
3. *"Designate specific access points to the Cucumber Gulch Preserve and work to secure other potential, undesirable, social accesses to ensure strong protection of the Preserve's natural values".*

B.3. Policy Responses to Stewardship Issues

Prohibition of Dogs (2007) Pets are prohibited within the PMA. Despite this fact, many visitors to the Gulch bring their dogs to the area, the majority of which are off-leash. Such actions disturb local wildlife and in some instances, other trail users. One of the greatest threats posed to the wildlife in the Preserve is an off-leash dog. By swimming in the ponds, disturbing the beavers, and pursuing vulnerable wildlife and ground-nesting birds, dogs have exacted a heavy toll on the area's wildlife. Other problems associated with dogs include their excrement and associated odors, as well as



Dog prohibition signage in the Preserve

potentially harmful increases in surface water nutrient levels. As a result, dogs are not permitted in the Preserve.

Nordic Center License Agreement (2008 renewed periodically) In order to assure harmony with the Town's stewardship goals, the Breckenridge Nordic Center's operator must enter into a license agreement that is limited in scope to use of designated areas of the Town's property within Cucumber Gulch for Nordic skiing, snowshoeing and other related winter operations. Through a license agreement, the operator agrees to specified "standards of operation" and does not have the right to alter or change the operator's use of the Property without the Town Manager's prior written consent.

Group Size Limit (2009) To minimize the noise and disturbance associated with groups, a group size limit was instituted within the Preserve capping the maximum group size at 8 persons.

Prohibition of Non-Winter Special Events (2010) Historically, the Preserve hosted special events in a limited capacity. Events such as the Breckenridge Crest Marathon, the Summit Mountain Challenge Mountain Bike Series and the Summit Trail Running Series have all previously included sections the Preserve's trail network in their course routes. Despite the popularity of special events utilizing the Preserve, it was directed by the Town Council to discontinue allowing special events in the Preserve outside of the Nordic ski season. The prohibition of special events is based the intensity and concentrated special event activity levels compared with typical recreational use. The decision to prohibit special events is also supported by the fact that alternative routes that do not enter the Preserve are available.



Group size is limited to eight individuals in the Preserve

Summer Trails Use and Closure Protocol (2010) Summer trails use in Cucumber has been limited until after July 1st annually. This date was established to keep visitors out the Gulch during the incubation period and the beginning of the chick-rearing stage for many of the migratory birds that utilize Cucumber Gulch Preserve habitat. This start date also avoids moose calving season which begins in late May and extends through early June. After July 1st, trail access is subject to conditions being determined suitable for the travel of hikers, bikers and runners. Cucumber Gulch's trails may be periodically closed at times after July 1st if staff determines them to be too wet, muddy, degraded and at risk of being damaged.

Summer Gondola Operations (2010) The gondola impacts study conducted in 2010 revealed localized impacts to avian species in Cucumber Gulch during the week after the gondola began operating. An evaluation of the other data from the conservation monitoring program in 2010 did not show significant changes in avian populations in the Gulch over the span of the field season. At the same time, the timing of the start of the gondola is critical. A July 1st start date falls during the end of the incubation period and the beginning of the chick-rearing stage for many of the migratory birds in Cucumber. If the gondola is started earlier in the season, birds may be more likely to abandon their nests. They will not have had the investment in their nests or eggs that they do later in the year. Thus, starting the gondola earlier may have significant ecologic impacts, particularly to bird populations.

Cucumber Gulch is a year-round habitat for moose. The ample availability of willows, a major staple in a moose's diet, makes the Preserve an ideal location for moose in all seasons. Cucumber Gulch provides ample cover for young, access to fresh water and abundant high quality food. Moose calving in Colorado begins in late May and extends through early June. All measures should be taken to minimize any disturbance to nursing cows during this period. Motion sensor cameras and direct observation have shown that moose cows use Cucumber Gulch during this time as a nursery. Due to the potential conflicts with moose calving, it has been recommended to not operate the gondola between May 15th and the end of June so as not to disturb moose cows and their offspring during the sensitive calving and early rearing stages.

Because of these known wildlife conflicts affecting Cucumber Gulch the Town has recently established the following regulations for summer gondola operations:

- Summer season operating hours are from 9:30 am until 6:00 pm daily beginning July 1st through September 5th. In addition to regular hours the Ski Resort has the option to extend operations until 8:00 pm on Fridays and Saturdays from July 1st through August 14th.
- Bicycles may be carried on the Gondola only by those persons that have a ticket to use the Ski Resort lifts and trails.
- Persons transporting bicycles in the Gondola will only be permitted to ride up the Gondola once during the day to avoid "yo-yoing" (taking the Gondola up and riding bicycles down through Cucumber Gulch). However, persons will be allowed to take their bicycles down the Gondola at any time, free of charge, to help provide a way of getting people back to Town without going through Cucumber Gulch.
- The Ski Resort must provide signage at the base of the Gondola advising guests of the sensitive nature of Cucumber Gulch and requesting that riders avoid engaging in conduct that could cause any harm to the Gulch.
- The Toad Alley trail must be excluded from the Ski Resort's summer trail map.

Use of Josie's Cabin (2011) Use of Josie's Cabin is limited to use as a warming hut for patrons of the Nordic Center. Hours of use are the same as the hours of operation for the Nordic Center, with an exception for nighttime guided snowshoe tours conducted by the operators of the Nordic Center. At all other times, the cabin is to remain locked to prevent vandalism and to discourage individuals from using it as living quarters.

Best Management Practices (BMPs) for Adjacent Development (Ongoing) In addition to the requirements for adjacent development outlined in the OPD, additional BMPs and monitoring have been instituted through the findings and conditions for the Peak 7 & 8 Master Plan area, the Shock Hill Lodge and the Breck Connect Gondola¹.



Josie's Cabin

V. Action Plan

The Action Plan provides the framework to work towards enhanced protection of the Preserve by providing specific Goals and Action Steps for the Preserve under four core categories; Land Management, Recreational Access, Educational Efforts and Development Restrictions. The proposed Action Steps include a variety of recommendations to facilitate achievement of the broader goals of each category. Below are more in-depth descriptions of how the Goals and Actions work within the framework of the Action Plan.

Goals: Within each category are specific Goals which comprise the overall vision for the Preserve and represent what we must achieve to better protect the Preserve. The stated Goals of each category summarize the higher priority items that were identified for long-term protection of the Preserve.

Actions: As a strategy to achieve desired Goals, specific actions are featured under each category. These actions offer a strategy to accomplish goals over the near, mid and long-term.

A. Land Management

Town Council Directives

- Prioritize resource protection in the Preserve
- Demonstrate a visible management presence
- Strictly enforce regulations, particularly regarding pets
- Better utilize fencing to secure sensitive areas and define a perimeter boundary to adjacent residential properties
- Implement limited forest health intervention

Goals

1. Preserve the critical habitat and functional wetlands of the Preserve as the primary management goal. (The high degree of biodiversity present in the Preserve is dependent on the integrity of the wetlands complex. Plant and wildlife biodiversity is the primary conservation value of the Preserve.)
2. Convey a strong management presence in the Preserve to send an important resource protection message to visitors and citizens.
3. Inform residents and visitors that the Preserve as a precious and vulnerable ecological open space area, visibly and strictly managed by the Town.

Actions

1. **Establish and maintain controlled points of entry for the Preserve**

Construct a clearly defined perimeter for the Preserve adjacent to developed land. In constructing the perimeter, utilize wildlife-friendly native materials, such as buck-and rail fencing that will clearly define boundaries for human visitors. Note: as an added measure of protection, entry points may be equipped with motion detection cameras to clearly catalogue all Preserve visitors.



Buck and rail fencing in the Preserve

2. **Post clearly defined regulations for visitors entering the Preserve.**

Regulations should be clearly posted at all established entry points to inform visitors of the importance of their actions in protecting the Preserve's natural resources.

3. **Initiate regular or periodic patrols of the Preserve by uniformed community service officers.**

Regular uniformed patrols of the Preserve will reinforce the Town's management presence and increase the likelihood that visitors will comply with the defined rules of conduct for the Preserve.

4. **Institute a strict policy on regulations infractions within the Preserve, with a particular emphasis on pet infractions.**

Substantial fines should be given to visitors that do not comply with the established rules and repeat offenders should be banned from future entry to the Preserve. Consider the use of motion cameras as an additional monitoring tool to use for identification of violators.

5. **Conduct monitoring studies to gather information to better evaluate and track natural resource trends and the overall health of the Preserve. Refine Preserve regulations and management as needed.**

Scientifically-based monitoring studies provide the information needed to evaluate the Town's stewardship goals in the Preserve. Routine monitoring allows natural resource trends to be tracked over time and helps inform an adaptive management approach when results fall below acceptable conditions. Of particular importance is water quality and water quantity monitoring, which will benefit wetland distribution and health and wildlife protection goals.

6. **Investigate any negative trends in water quality and water quantity reported through annual monitoring.**

The water resources of the Preserve are the foundation of the Preserve's system health.

7. **Remediate sources of water degradation as soon as possible upon confirming causation of a trend.**

Water research should prompt additional evaluation and management steps to address identified water resource threats. A significant portion of the Preserve's water resources are fen wetlands, which take thousands of years to develop and are virtually irreplaceable. Due to the uniqueness, importance and vulnerability of fens in our region, the U.S. Fish & Wildlife Service has set a goal that every "reasonable effort" should be made to avoid impacting fen habitat. Due to the sensitivity of the Preserve's fens and the importance to area wildlife, timely remediation is critical in cases of confirmed water quality degradation.

8. **Initiate additional impact studies if expanded gondola hours of operation are requested.**

The gondola serves as a useful transportation amenity, delivering passengers from the center of Town to the Peak 7 and 8 base areas of the Breckenridge Ski Resort. The gondola passes directly through the Preserve's boundaries, potentially affecting on the area's native species. Due to the unknown affects on area species, additional impact studies should be required prior to the consideration of additional operating hours for the Gondola.



Gondola Alignment through the Preserve

9. **Use signage to inform direct and educate visitors.**

Preserve signage should clearly inform visitors of area regulations, direct visitors along designated trails, and educate visitors about the Preserve's unique natural resource values worthy of extensive conservation efforts. Signage should be designed to be visible but also compatible with the surrounding character. All signs should fit a coherent professionally-developed pattern.

10. **Selectively acquire land to protect and enhance the Preserve's wildlife habitat value and wetland ecosystem.**

Land in the direct vicinity of the Preserve that connects to the Preserve's wetland system or functions as a wildlife movement corridor should be considered for acquisition to the Town's Open Space portfolio, when available.

11. Initiate minimal forest health management activities within the Preserves boundaries.

The 2007 Forest Health and Mountain Pine Beetle Analysis of Cucumber Gulch Preserve recommended no forest health intervention (e.g., tree cutting, tree spraying) for areas within the Preserve due to vulnerable wetland soils and a limited percentage of lodgepole pine trees in the area. Any new acquisitions (including the MBJ and Wedge parcels) should be evaluated for forest management needs. Tree removal may also be acceptable in limited areas for defensible space and forest health purposes.

B. Recreational Access

Town Council Directives

- Allow existing Nordic trail system to continue
- Prevent the proliferation of additional snowshoe trails
- Lower the intensity of non-winter recreation

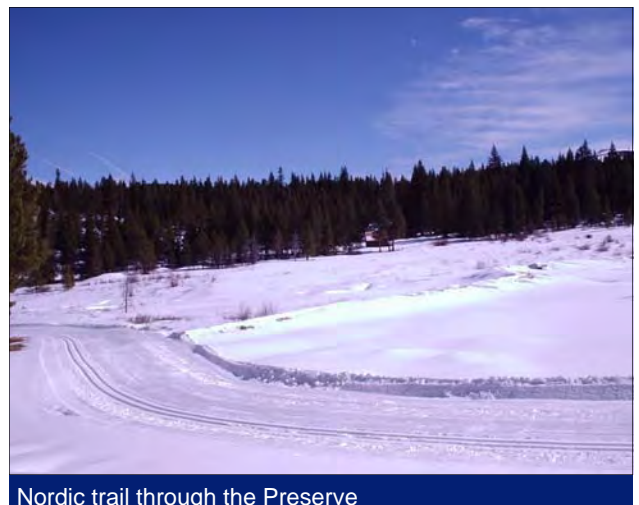
Goals

1. Facilitate safe, low intensity public recreational access and enjoyment of the Preserve, while meeting the primary goal to protect natural resources and wildlife habitat.
2. Maintain existing levels of winter recreational opportunities. Allow summer recreational access, provided that it does not compromise conservation objectives. Control access with fencing of sensitive areas, targeted trail closures and signage.
3. Implement greater restrictions on summer recreation as needed.

Actions

1. Allow the Breckenridge Nordic Center to continue operating on existing trails.

Threats to the Preserve's natural resources fluctuate seasonally. The winter's ample snow provides the Preserve's sensitive ecosystems a barrier of protection from human disturbance and allows Nordic skiers and snowshoers to navigate areas that are unsustainable for recreational use at other times. Despite the protection it provides, snow also allows the proliferation of additional undesignated trails that impact local wildlife. Due to this concern (and acknowledging the importance of Nordic skiing to the Town's winter sports economy), it is recommended to allow the continued operation of the Breckenridge Nordic center on existing trails, without the possibility of future network expansion within the Preserve.



Nordic trail through the Preserve

2. Establish Nordic center hours of operation as one hour after sunrise until one hour before sunset.

Wildlife activity in the Preserve is most prevalent during dusk and dawn. To minimize wildlife disturbance concerns associated with the operation of the Nordic center, nighttime operations shall be limited to

approved, guided snowshoe tours limited to a maximum of three days per week with a maximum group size of eight. BOSAC and Town Council will oversee and limit the amount of nighttime use in the Preserve.

3. Establish non-winter use standards for Nordic center building and grounds.

It is likely that the Town will receive future requests from groups such as weddings and family retreats to use the Nordic Center building during the summer season. Due to the Nordic center's proximity to the Preserve and the intensity of these uses (particularly nighttime uses), non-winter use standards for the Nordic center facility should be established by Town Council.

4. Restrict access and seasonally close trails within the Preserve during sensitive periods

Seasonal closures are intended to keep visitors out of the Preserve during the most important and sensitive periods. These critical periods include the incubation period and the beginning of the chick-rearing stage for many of the migratory birds, moose calving season, and other periods when staff



determines the Preserve's trails to be too wet, muddy, and at risk of being damaged. When seasonal closures are deemed necessary, trails leading into the closure area should be closed or appropriately signed so that users are well informed and are not surprised when they encounter a closure sign.

Moose Calving is a particularly sensitive period for the Preserve

Restricting access can be applied in multiple

ways. Below is a sample list of options to consider. Options a, b and c may be implemented by Town staff as needed, but must be communicated to BOSAC. Options d and e require additional Town Council direction before being implemented.

- a. Seasonally close some or all trails
- b. Institute directional travel on select trails
- c. Close select trails to specific user types
- d. Permanently close some specific trails (e.g., Toad Alley/Peaks Connect) deemed most impactful to wildlife and the wetlands and seasonally close other trails
- e. Permanently close all trails in Preserve

5. Restrict large groups and special events from the Preserve outside of the winter season.

Due to the Preserve's heightened sensitivity during the summer season, no special events of any kind or groups larger than eight individuals are permitted. Standards for approval of all formal group activities of eight individuals or less shall be established by the Town Council.

C. Educational Efforts

Town Council Directives

- Educate adjacent residents about the Preserve's valuable natural resources and vulnerability to human impacts.
- Work with front-line lodging staff of neighboring properties to educate guests about the Preserve's valuable natural resources and vulnerability to human impacts.
- Educate the public in a way that does not attract additional recreational visitors to the Preserve.

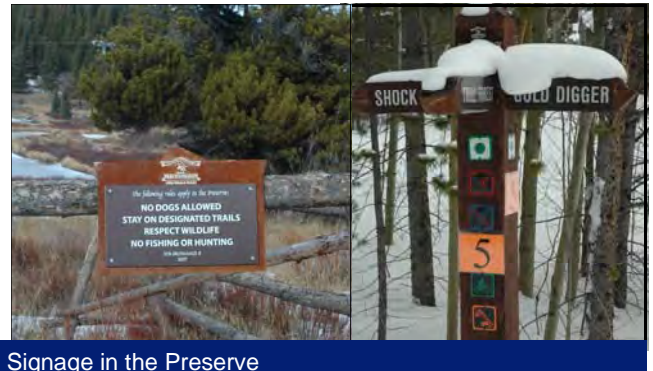
Goals

1. The educational mission of the Preserve is to inform both visitors to, and neighbors of, the Preserve about its resource values and sensitivity to impacts and disturbances. This approach is in direct contrast to educational efforts conducted in environmental education centers where higher visitation is encouraged and the conservation areas are marketed to promote education-based visitation.
2. Educate visitors and guests to the natural importance of the Preserve without attracting more visitors to the area.
3. Focus on educating residents and visitors which reside immediately adjacent to the Preserve about the Preserve's uniqueness and ecological vulnerability.

Actions

1. **Signage should be used to inform, direct and educate visitors.**

Preserve signage should clearly inform visitors of area regulations, direct visitors along designated trails, and educate visitors about the Preserve's unique natural resource values worthy of extensive conservation efforts. Signage should be designed to be visible but also compatible with the surrounding character. All signs should fit a coherent professionally-developed pattern.



Signage in the Preserve

2. **Create an educational pamphlet to distribute to the Preserve's neighboring residents and visitors.**

Publish an easy to understand pamphlet that covers important information pertaining to the Preserve. Important highlights should include: information on the Preserve's sensitivity, the regulations for visitors, a small section highlighting the prohibition of pets and a map clearly defining the boundaries of the Preserve, area trails and notable landmarks. Pamphlets should be distributed to residents and guests of properties adjacent to the Preserve.

3. **Provide educational presentations by Open Space and Trails staff at local HOA meetings of properties adjacent to the Preserve.**

Staff should reach out to the HOA's adjacent to the Gulch and offer presentations on the Preserve at their meetings. The presentation should be designed to cover the most pressing information, instill a sense of stewardship and provide homeowners an opportunity to ask questions pertaining to the Preserve.

4. **Work with property managers and concierges of adjacent properties to inform their guests about the Preserve's ecological sensitivity and the strict management regulations.**

Staff should work with front line employees such as concierges and check-in staff to ensure these staff members are responsibly informing visitors about the fragile resources, the stringent regulations, and strict enforcement for the neighboring Preserve. Encourage concierges and check-in staff to direct visitors to trail opportunities outside of the Preserve.

5. Utilize media to spread the message of the Preserve’s ecological value and newly instituted regulations.

The Town should strategically use media resources to spread a two-part message when covering the Preserve. One message will be intended to generate public support for conservation of the Preserve’s natural resources. The second message should draw attention to the heightened management presence in the Preserve. Media opportunities and content will range from more general press releases to shorter, more targeted messages delivered through the Town’s social media accounts.

D. Development Restrictions

Town Council Directives

- Minimize disturbance to the Preserve from adjacent development.

Goals

1. Protect the Preserve’s natural resources and habitat while respecting neighboring property owners’ rights.
2. Update development regulations as needed for properties adjacent to the Preserve to ensure the protection of the Preserve’s natural resources.

Actions

1. **Continue to conduct best management practices compliance inspections on all projects adjacent to the Preserve and pursue non-compliance aggressively.**

Routine compliance inspections of development activity should be conducted by Town staff and development permit holders to ensure adjacent development is not impacting the ecological integrity of the Preserve.

2. **Periodically review Cucumber Gulch Overlay Protection District regulations to ensure continued effectiveness.**

The Overlay Protection District regulations are valuable protection measures that benefit the continued health of the Preserve. Periodic reviews of these regulations to ensure that they incorporate the latest scientific recommendations/best management practices regarding environmental protection will help ensure continued protection of Preserve’s valuable natural resources. Preventative Management Area boundaries should be extended into areas of acquired open space that previously were not included.

VI. Notes

1. Grand Lodge on Peak 7 and Crystal Peak Lodge Best Management Practices Development Conditions From Permits #2006014 and #2006015

- Applicant shall comply with all applicable aspects of the “Stormwater Management Plan, Peak 7 Breckenridge Ski Area”, Revised April 11, 2006.
- Applicant shall comply with all applicable aspects of the “Final Drainage Master Plan, Peak 7 Breckenridge Ski Area”, Revised March, 2006.
- Applicant shall submit and obtain approval from the Town Staff of a final hydrogeological report and drawings identifying all impacts to the Cucumber Gulch PMA as a result of this development. Final details of the Stormwater Management Plan/Best Management Practices (BMPs) plan shall be submitted to and approved by the Town.
- Applicant shall install construction fencing and erosion control measures at the 25 foot no-disturbance set back to streams and wetlands in a manner acceptable to the Town Engineer. An on site inspection shall be conducted.

One Ski Hill Place Best Management Practices Development Conditions From Permit #2007001

- Applicant shall submit and obtain approval from the Town Engineer of final drainage, grading, utility, and erosion control plans. These plans shall include the approved review of the revised “Ground-water Monitoring Program, Peaks 7 & 8 Base Area Development Town of Breckenridge, Summit County, Colorado” as prepared by Kenneth E. Koln, PhD of Hydrologic Systems Analysis, LLC.

Shock Hill Lodge Best Management Practices Development Conditions From Permits #2007108 and #2007109

- The properties are located on Tracts C & E, Shock Hill Subdivision. As such, the property is also within the Cucumber Gulch Overlay Protection District (but not the Cucumber Gulch Preventative Management Area), which set forth certain design criteria intended to protect the unique biological and environmental character of the Cucumber Gulch Preserve. When this project was first reviewed and approved (on January 22, 2008), the property was not subject to the Cucumber Gulch Overlay Protection District Ordinance, per a Development Agreement with Shock Hill Development, LLC, (reception #617308), approved February 15, 2000, since the Shock Hill Master Plan was vested until December 31, 2008.
- No exterior speakers or other devices for the amplification of sound are permitted on the outside of the building or on the grounds, with the exception of such devices required for emergency use.
- Applicant shall implement all appropriate provisions (as determined by the Town) of the Town’s “Cucumber Gulch Overlay Protection District Ordinance” (Ordinance 9, Series 2000).
- The spas/hot tubs shall be designed so that when these spas/hot tubs are drained, water flows into the sanitary sewer system. At no time will water from these sources be allowed to drain into the stormwater system, nor toward Cucumber Gulch.
- Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring all pets to be leashed or contained within enclosures when on the property, and at all times for pets to avoid disturbance of and interference with wildlife within the Cucumber Gulch area.
- Applicant shall execute and record with the Summit County Clerk and Recorder a covenant and agreement running with the land, in a form acceptable to the Town Attorney, requiring maintenance of the on-site water quality features for the property (including, but not limited to detention and retention ponds, bioswales, storm water pipes, water quality vaults, etc.) in perpetuity. The covenant shall authorize the Town of Breckenridge to inspect and perform maintenance on these water quality features, and to bill the owner or homeowners association if the Town needs to perform maintenance.

- Applicant shall revise the Tract C & E Stormwater Management Plans (Revision date November 26, 2007) to indicate that chain link fencing will be to the outside of the silt fence and hay bales. Applicant shall install construction fencing and erosion control measures according to the Tract C & E Stormwater Management Plans (Revision date November 26, 2007) and Stormwater Management Details (Revision date November 26, 2007), except as herein revised, along with the Preliminary Construction Activities Stormwater Management Plan for Shock Hill, Tracts C & E, (Revision date December 17, 2007) in a manner acceptable to the Town Engineer. An on site inspection shall be conducted and installation of erosion control measures shall be approved by the Town Engineer prior to start of construction, including tree removal.
- Applicant shall implement the final water quality monitoring plan, addressing surface and ground water. The plan shall indicate the final number and location of testing sites, testing method and frequency, and constituents to be tested. The plan shall be substantially similar to the "Shock Hill Tract C and E, Water Quality Baseline Testing Plan", submitted by Peggy Bailey of Tetra Tech, dated January 9, 2008. The final plan shall be reviewed and approved by the Town of Breckenridge's environmental consultant. The applicant and/or applicant's consultants shall meet with the Town and its consultants on site, prior to start of construction, to determine the appropriate water quality testing locations. Prior to issuance of a building permit, a minimum of six surface samples shall be collected from each collection site (a minimum of 7 days apart for each site) for both surface and ground water, in order to establish a baseline for water quality. The results of all water quality tests shall be provided to the Town of Breckenridge within three (3) business days from receipt of the results from the testing laboratory. All water quality testing shall be performed in an EPA approved facility. If the water quality testing results indicate that the project is having a negative impact on water quality, the applicant shall meet with the Town as soon as practicable to determine a proper mitigation approach. Water quality testing shall continue for one year after certificate of occupancy is issued.
- Per the approved Development Agreement dated March 13, 2007 and recorded with the Summit County Clerk and Recorder at Reception #851343, prior to issuance of a Certificate of Occupancy, applicant shall consult with the Town of Breckenridge Open Space and Trails staff, to determine if a split rail fence is needed on the downhill side of the development. If required by the Town, applicant shall install a buck and rail fence, in the locations required by the Town, to guide people toward the proper access points to existing trails and to Cucumber Gulch. Applicant shall be required to install and pay all expenses for the design, installation and maintenance of said fence(s).
- Per the approved Development Agreement dated March 13, 2007 and recorded with the Summit County Clerk and Recorder at Reception #851343, prior to issuance of a Certificate of Occupancy, applicant shall consult with the Town of Breckenridge Open Space and Trails staff on the design and content of signage, which shall be placed in locations most likely to be seen by people approaching the Town's Cucumber Gulch property from Tract C and Tract E-1. The signs shall contain information on the ecological function of the Gulch, the presence of the Boreal Toad, the prohibition of dogs in or near the Gulch, and the importance of staying on established trails. Similar signage and information shall be placed within the lobby or main entrance of the building, and within each residential unit. Applicant shall be required to install and pay all expenses for the design, installation and maintenance of said sign(s).
- Applicant shall construct all proposed trails according to the Town of Breckenridge Trail Standards and Guidelines (dated June 12, 2007). All trails disturbed during construction of this project shall be repaired by the Applicant according to the Town of Breckenridge Trail Standards and Guidelines. Prior to any trail work, Applicant shall consult with the Town of Breckenridge Open Space and Trails staff.

Breck Connect Gondola Best Management Practices Development Conditions From Permit #2004110

- This project remains subject to the findings and conditions of the Decision adopted by the Town of Breckenridge Planning Commission on April 15, 2002, and affirmed by the Town Council of the Town of Breckenridge on April 23, 2002, in connection with the Planning Commission matter PC#2000155 (Breckenridge Ski Resorts Peaks 7 and 8 Master Plan Amendment—A Variance from the Cucumber Gulch Overlay Protection District Ordinance for the Gondola) ("Decision"). The terms of the Decision, as well as all associated documents specified in it, are hereby incorporated into this permit by reference.

- *Applicant shall protect all existing trees that are specified on the site plan to be retained by erecting temporary fence barriers around the trees to prevent unnecessary root compaction during construction. Construction disturbance shall not occur within the fence barriers, and dirt and construction materials or debris shall not be placed within the fencing. The temporary fence barriers are to remain in place until issuance of the Certificate of Compliance.*
- *Applicant shall submit and obtain approval from the Town of a construction staging plan indicating the location of all construction material storage, fill and excavation material storage areas, portolet and dumpster locations, and employee vehicle parking areas. This plan shall also include, but is not limited to, methods, access, timing, erosion control and Best Management Practices. No staging is permitted within public right of way without Town permission. Any dirt tracked upon the public road shall be the applicant's responsibility to remove. Contractor parking within the public right of way is not permitted without the express permission of the Town, and cars must be moved for snow removal. A project contact person is to be selected and the name provided to the Public Works Department prior to issuance of the building permit.*

VII. Bibliography

- Anaheim, Lisa. Gondola PMA Variance. Breckenridge: Vail Resorts Development Corporation, 2002.
- Anaheim, Lisa, et al. Breckenridge Ski Resort Peaks 7 and 8 Master Plan Amendment. Breckenridge: Vail Resorts Development Corporation, 2003.
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- Preliminary Five Year Master Plan for the Breckenridge Nordic Ski Center. 1992.
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Town of Breckenridge. 2008 Comprehensive Plan. Breckenridge: Community Development Department, 2008.

Town of Breckenridge. Open Space Plan. Breckenridge: Community Development Department, 2009.

Town of Breckenridge. Trails Plan. Breckenridge: Community Development Department, 2009.

Town of Breckenridge, in Association with ERO Resources Corporation and Architerra Group. Cucumber Gulch Recreation Master Plan. Breckenridge: Community Development Department, 2003.

VIII. Visual Credits

Photo credit references listed in order of appearance. All photos not listed courtesy of the Town of Breckenridge.

Cover—Nordic Skier In Preserve. Personal photograph by Carri Willbanks. 12 April 2011.

Page 1—1965 Breckenridge Ski Area Trail Map. Coloradoskihistory.com and Breckenridge Ski Area. C. 1965.

Page 2—Nordic Life Fitness Complex. Breckenridge Nordic Village Corp. C. 1979

Page 2—1982 Breckenridge Ski Area Master plan. BRW and Aspen Skiing Company. C. 1982.

Page 3—Cucumber Gulch Map. ERO Resources et. Al. July 2003.

Page 16— Moose Calving. The Outdoor Classroom Blogspot.com, 30 October 2010.



Town of Breckenridge

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chrisk@townofbreckenridge.com

Documentation of Public Process for the Cucumber Gulch Preserve Management Plan (1/26/12)

Public Input: The public process for the Cucumber Gulch Preserve Management Plan allowed participants the ability to provide input in person at an open house and through various electronic means. Results from the public process in addition to the Town Council and BOSAC's extensive input were used to create the attached final draft plan. Public process participants had the opportunity to complete the same continuum exercise that both the Town Council and BOSAC recently completed, and make general comments regarding the plan and management of the Preserve.

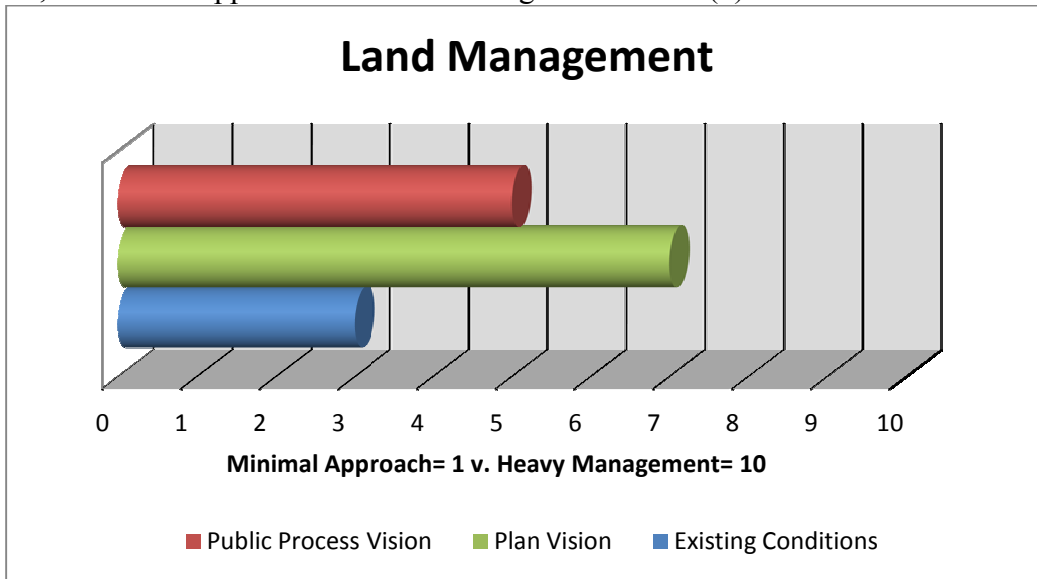
To ensure ample opportunity for the public to provide feedback, staff set up a webpage to view the draft plan, participate in the Continuum exercise and submit general comments for individuals that could not attend the open house. Information that was received through the website and other electronic forms is included in addition to input received at the open house.

Outreach: Prior to the open house, staff contacted all HOA's in the direct vicinity of the Preserve and requested they forward our invitation to the open house to all of their property owners. All invitations included a link to the draft plan and mentioned that staff will be happy to receive comments from those unable to attend the open house. All HOA's with the exception of Vail Resort's properties (whom we contacted twice and had representatives in attendance at previous meetings), the Grand Lodge at Peak 7 (with which Councilmember Dudick is affiliated and has been involved in the plan development process) and Gold Camp II, had formal HOA representatives in attendance.

To put the amount of outreach for the plan in perspective, staff attempted to contact over 400 property owners and managers. Staff also ran ads for the open house in the Summit Daily News. Additionally social media was utilized to solicit public input for the plan.

Continuum Results: Below are graphs representing the tabulated results from public process participants, our Plan Vision and Existing Conditions. Overall the response from the public process aligned very closely with the plan vision (Town Council and BOSAC's preferred direction), with the median public process response matching the plan vision in four out of eight continuum categories. For the four categories that public processes results did not perfectly match, the results for those categories were still trending in the same direction as the plan vision.

Land Management: The Town takes a more active role in regulating, patrolling and enforcing the rules within the Cucumber Gulch Preserve (10) or strives for a more hands-off, minimalist approach to administering the Preserve (1).

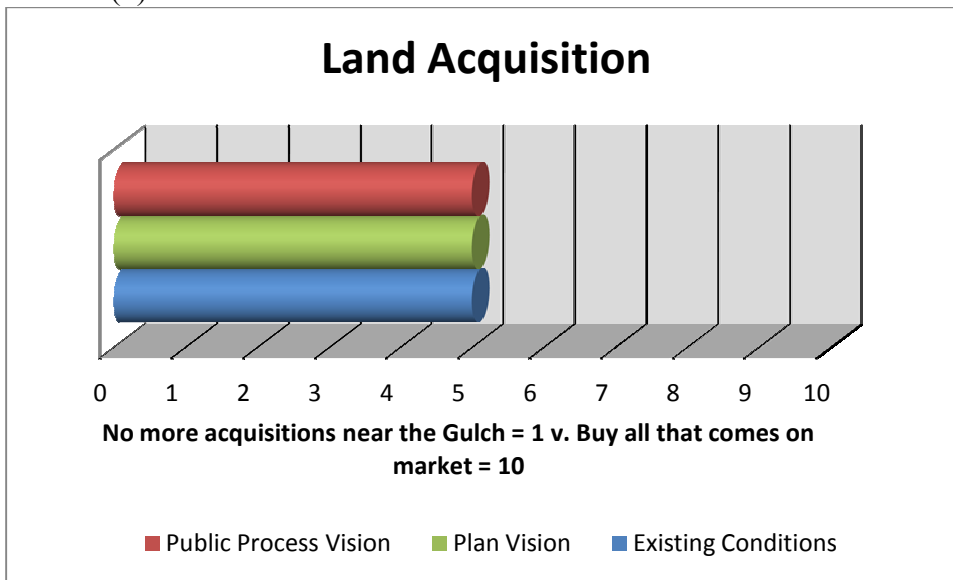


Public Process Vision – 5

Plan Vision – 7

Existing Conditions –3

Land Acquisition: The Town should be more aggressive in acquiring land to buffer the sensitive portions of Cucumber Gulch (10) or should not pursue additional acquisitions in the area (1).

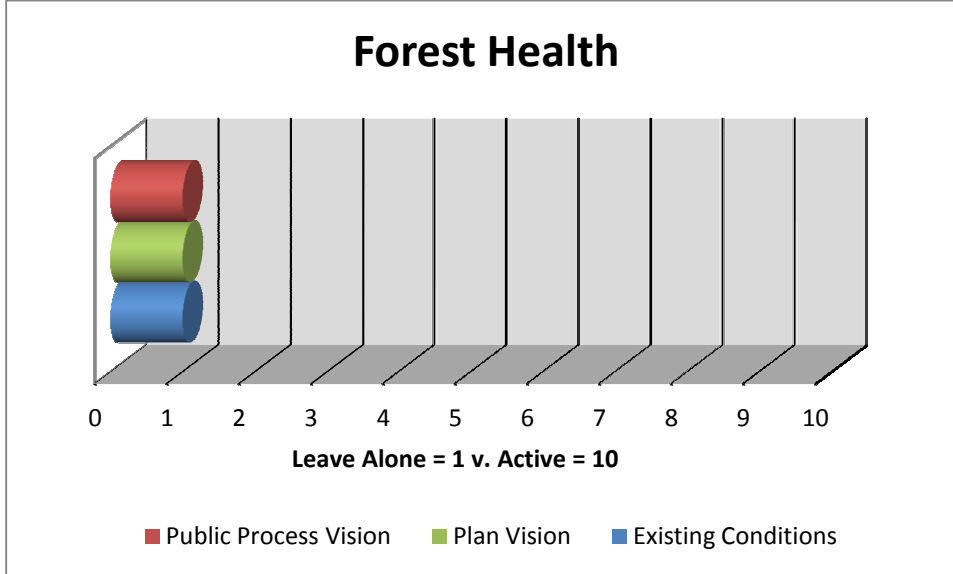


Public Process Vision – 5

Plan Vision – 5

Existing Conditions – 5

Forest Health: The Town should actively treat forest health issues such as dead and infested trees (10) or should let nature run its course within the Preserve (1).

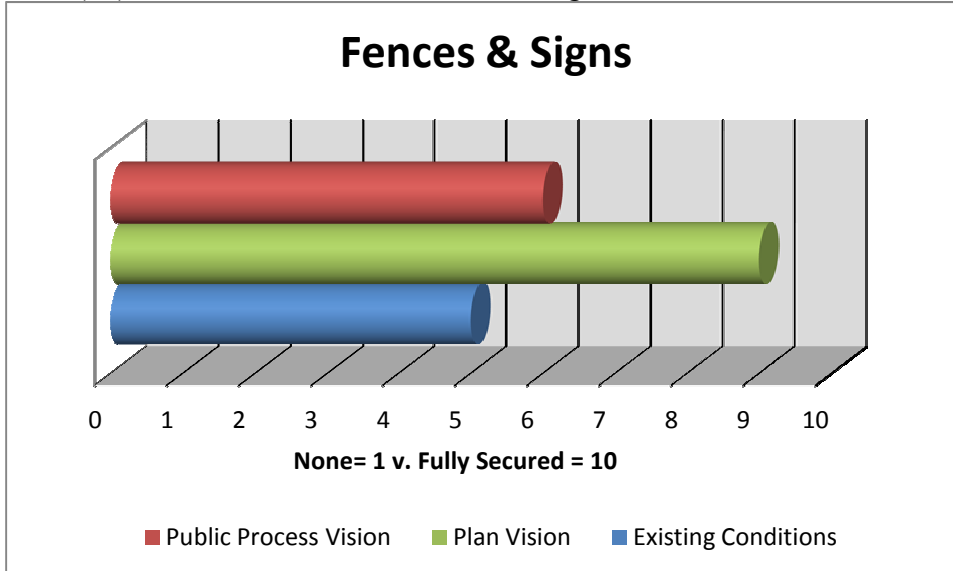


Public Process Vision – 1

Plan Vision – 1

Existing Conditions – 1

Fences and Signs: The Town should install more fencing and signs to protect sensitive areas (10) or should not utilize fences and signs to direct recreational traffic (1).

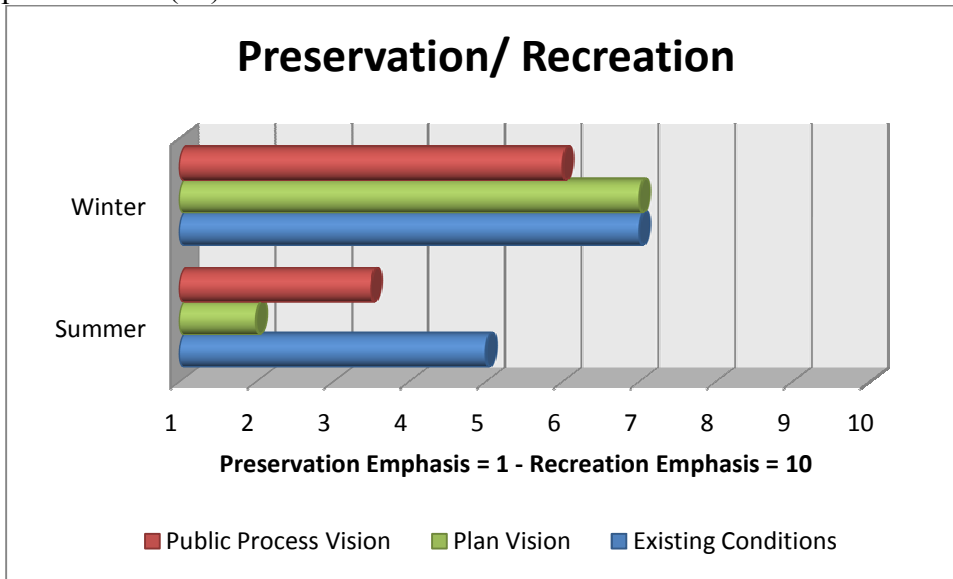


Public Process Vision – 6

Plan Vision – 9

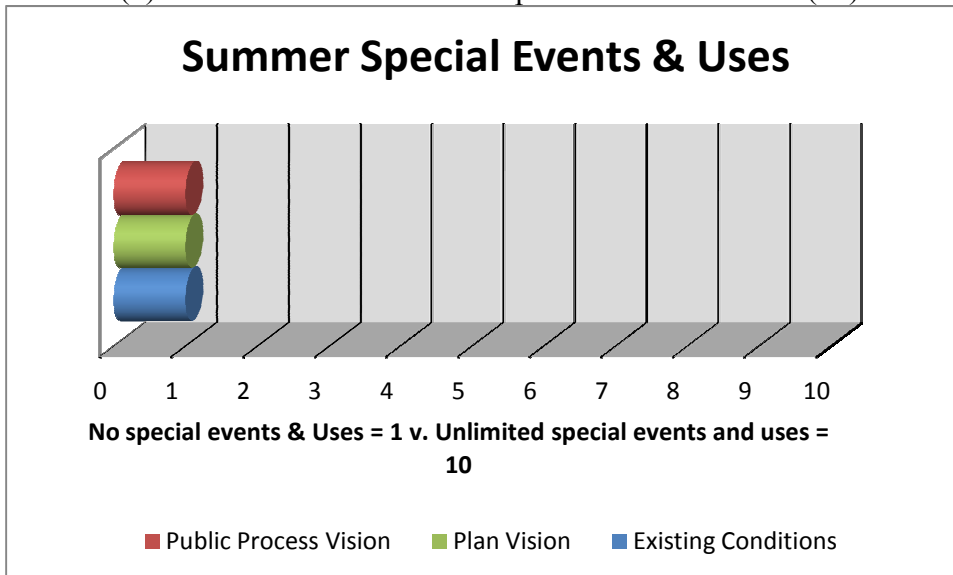
Existing Conditions – 5

Recreational Access: The Town’s management of Cucumber Gulch Preserve should prioritize preservation over management (1) or should prioritize recreation over preservation (10).



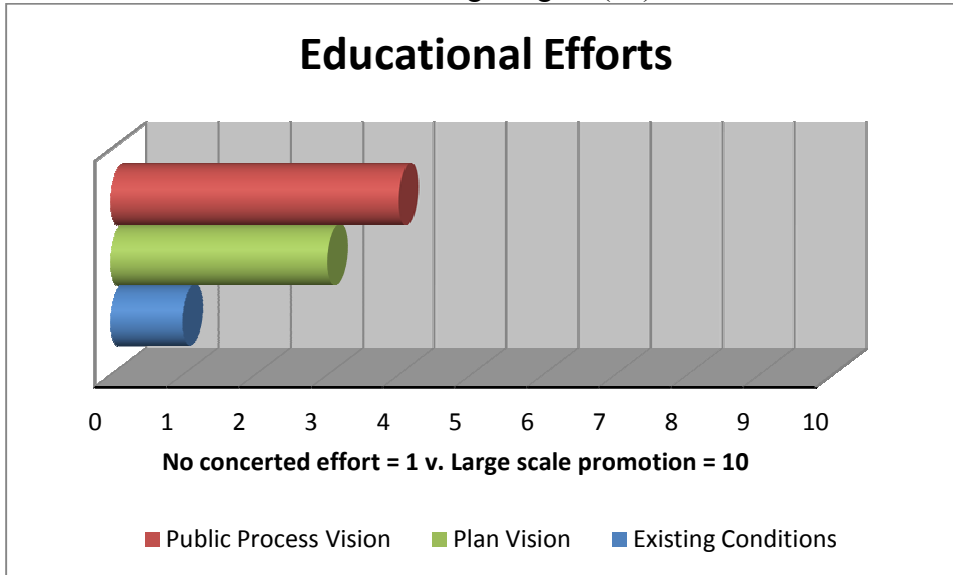
Public Process Vision – 3.5 summer, 6 winter
Plan Vision – 2 summer, 7 winter
Existing Conditions - summer 5, winter 7

Summer Special Events and Uses: The Town should prohibit summertime special events and uses (1) or should allow unlimited special events and uses (10).



Public Process Vision – 1
Plan Vision – 1
Existing Conditions – 1

Educational Efforts: The Town should not seek to educate users in the Preserve (1) or should strive to educate users to a high degree (10).

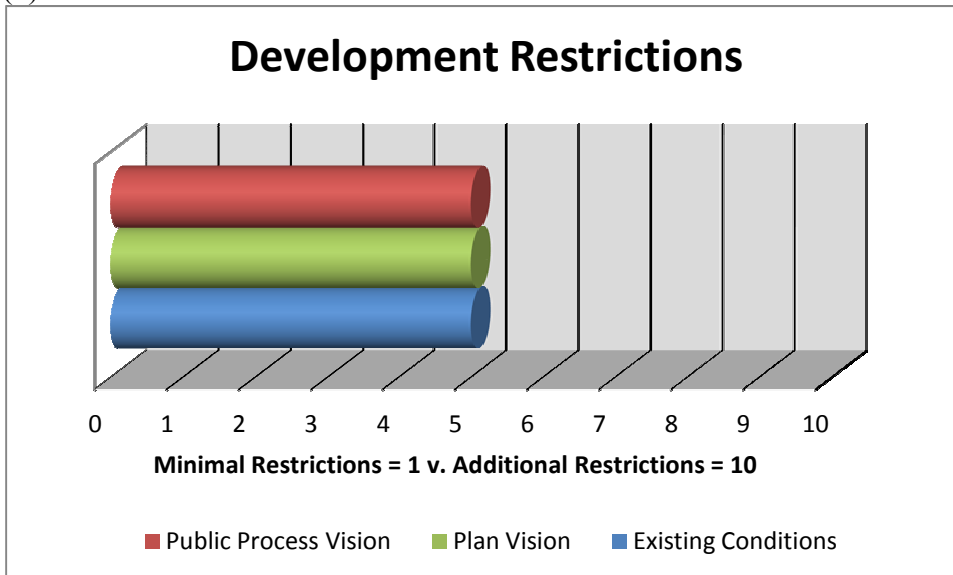


Public Process Vision – 4

Plan Vision – 3

Existing Conditions – 1

Development Restrictions: The Town should seek to increase development restrictions in and around Cucumber Gulch Preserve (10) or should have no development restrictions (1).



Open House Vision – 5

Plan Vision – 5

Existing Conditions – 5

Open House Comments

- Too many signs now
- Fences keep large wildlife out.
- No Bike Races
- I generally agree with what BOSAC & TOB are thinking, just a few minor differences. Thanks!
- Certain summer events should be allowed. With proper understanding between organizers and Town Staff. Events of the proper size and culture could operate with no detriment to the Preserve (i.e. Breck Crest)
- Replace Theobald fence
- Allow Nordic Skiing in Meadow until Dark
- Find a place for an in-Town “Dog Loop”
- Find a way to have Theobald Portion of Wetlands
- Infested trees should be removed per TOB ordinance
- Better wayfinding signage (same style as existing) needed.
- Overview at portals location specific within Gulch (Similar to today)
- It would be better to heat Josie’s with clean natural gas (which is 90’ away) than wood.
- Should allow more than 8 people by special permit
- The idea of “patrols” in the forest is a gross mis-use of Town resources
- Public property is managed much more sustainably than private property. I applaud all land acquisitions.
- 1 for fences 8 for signs
- The Gulch and surrounding areas, are far too developed!
- As a usual trail & open space user I think that the availability of Brecks open space is exceptional and if this small portion of it needs a little more protection, I have no problem using other areas within similar proximity.
- Recommend not bending on rule of use 1 hr after sunrise to 1 hr before sunset.

Email Comments

- I am very encouraged by your plan and agree with you on the necessity of a single resource document. The history of the Reserve and the various developmental activity over such a broad period highlights the need to consolidate information. Your group’s plan is a big time step in the right direction in my opinion.
- As a resident living adjacent to the Reserve (1116 Highwood Circle) at one of the entrances (end of Highwood Circle) we fully appreciate the need for certain improvements and the goals you have outlined. From our 15 years of residing at this location we have observed a significant increase in people traffic and while

page 5 of the plan denotes winter recreation as the biggest draw to the area we are experiencing the summer draw to be increasing quite rapidly. Unfortunately we are encountering more and more visitors who are entering the Reserve at our nearby entrance who are bringing unleashed dogs into the Reserve. In White Wolf all of our residents are well informed of the "no dogs" into the Reserve ordinance and as no pets are allowed under the various rental agreements we have a firm view of who are the violators of this ordinance. On average during the July through Sept period we observe approximately 6 unleashed dogs per day and to date very little enforcement of the violations. On about 20 occasions each year when we have approached the violators to remind them of the sign and the reasons and need to abide by the ordinance we are almost always blown away with the comment by these folks with "Yes we have read the sign but do not agree with the restriction and could care less about the impact". Based on my experience these visitors are from 2 areas Gold Camp and Peak 8 Village. They appear to be either renters or owners friends in for a quick visit who have an attitude of total disregard for the Reserve. The solution unfortunately would seem to be increased enforcement, monitoring and stiff \$\$ penalties. About 5 years ago a few of these penalties did make an impression but with visitors coming and going most of the recent visitors are clueless about penalties.

- During meetings on Sustainable Breck one of my concerns expressed on Open Space acquisitions is to provide adequate maintenance budget on these properties. In past correspondence with Scott Reid, I realize there is a balancing process of \$ and priorities. The reference on page 15 of the 2007 study with comment of "no forest health intervention" gives me some concerns. The Reserve in my nearby vicinity has a significant number of standing dead timber that is a safety concern as the dead timber is in many places near trail traffic. Basically an accident waiting to happen. During high wind periods I have on several occasions had to saw the downed timber to allow for bicycle and foot traffic to have access to the trail. I have often waited several weeks for the Town to conduct inspections and address the problem but see very limited appearances. In the future I may need to increase the volume of communications to obtain action. The key issue on this subject as I see it is a more balanced approach to maintenance where needed and not to go to the extreme of leaving the forest in its natural state when proper ongoing maintenance is warranted.
- Keep up the GOOD WORK and our HOA remains willing and able to participate in Reserve Preservation.

Facebook Comments

- Please work on providing concierges of Peak 7 and 8 with not just "encouragement" but maps and good written directions on alternate trails other than the Gulch. The folks that do this job need BOSAC's help on where to direct people - and preferably not always the Peaks Trail, but onto the ski resort trails...
- Also - I'm not sure where it's at with this issue, but in the past we had discussed closing the access point from Peak 7/Peaks TH down into the gulch or at least

making it closed to downhill access? Just curious. And lastly-on page 3 - this isn't a big deal at all and not worth correcting, but it isn't "speculation" that BOSAC was started to preserve the Gulch - that is a fact. That's what motivated myself and others - to save the Gulch for nordic skiing and summer hiking. I first went to the Rounds Family and asked them to donate some of their land - they refused - and that's what motivated the half percent tax. And it was also the Boreal Toad....

- AND THANKS!! I know how much work this took. Thanks BOSAC...
- Please DO NOT eliminate downhill access. I love you ..., but we may have to thumb wrestle over that one. Maybe eliminate uphill access? Oh-ho! You don't like that, now do you?!
- I'm really worried that now bikes are allowed on the gondola that this western entrance into the gulch will become the best descent route from Vista Haus back to your car. Right now the trail through that zone is super wet and this is the wild (moose, elk etc) side of the gulch. So I think this deserves some monitoring and some kind of restrictions - maybe not full on closure. Maybe Vail Resorts needs to help out with this. And sure-if it means uphill restrictions as well - that's fine - especially if that trail is as wet as it was for much of last summer. There could be a more sustainable way to drop into the gulch if you just head a little ways north or south on Ski Hill Rd.
- And I didn't mean to single out downhill bike traffic because it's even more of an issue with all the folks staying at Peak 7 and 8 - so many people in Cuke Gulch last summer - we just need VR to help steer them somewhere else. (... - it's not so much the impact from an occasional bike race that concerns me, and lucky for you I have a feeling I'm the minority on this one.)
- It was mentioned at the open house that restricting certain uses and or directions is always on the table. The main priority in this case is to find ways to minimize our future impact on the area. The trail system into town from Peaks Trail needs quite a bit of fine tuning to say the least, but we'll get there, and it will be a fun way to get down. The Gulch has a special place in everyone's hearts for different reasons, some biking some not... but mostly biking. As fun as it is to ride through there, up AND down, it doesn't necessarily mean that we should. Time will tell the fate of those trails uses, I know no matter what everyone won't be happy, but hopefully everyone will understand.
- Let's hear it for the folks at Breck's Open Space Committee and the awesome work they're doing. Dennis Kuhn, Jeff Cospolich, Jeff Carlson, Devon O'Neil, Scott Yule, and Erin Hunter. And Scott Reid, who kicks butt always, doing the right thing.

<http://allmountainmedia.squarespace.com/blog/2011/12/14/cucumber-gulch-bosac-hard-work.html>



MEMORANDUM

To: Mayor & Town Council
From: Tim Gagen, Town Manager
Date: February 2, 2012
Subject: *Consideration of a Resolution approving an Exchange Agreement with the U.S Forest Service*

Background

For a number of years, the Town has been exploring a possible land exchange with the U.S. Forest Service with the goal of obtaining 2 federal parcels of land, commonly known as Claimjumper and the Wedge. These parcels are a high priority for the Town due to their high open space values, proximity to the Cucumber Preserve and affordable housing site values. The latest attempt at a land exchange began about a year ago and involves 2 private parcels of land the Forest Service would like to obtain in La Plata and Delores Counties.

At that time, the Town entered into an "Agreement to Initiate" the land exchange with the Forest Service. The key to the exchange is the matching of values of the potential federal parcels and private parcel using approved Forest Service appraisers and process. These appraisals have been completed and the value of the non-federal parcels came in at \$1,740,000 and the federal parcels at \$1,710,000 which are close enough for the exchange to proceed.

The next step in the exchange process is the entering into an "Exchange Agreement" with the Forest Service which is before the Council tonight. After the exchange agreement is approved, the Town and Forest Service are able to take the final steps to complete the exchange, including a closing to take ownership of the Wedge and Claimjumper parcels. Assuming no bumps in the road, closing is projected to occur before the end of March.

Town Attorney and Staff have reviewed the Exchange Agreement and recommend it's approval.

1 **FOR WORKSESSION/ADOPTION – FEB. 14**

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION APPROVING AN EXCHANGE AGREEMENT WITH THE UNITED
8 STATES OF AMERICA, BY AND THROUGH THE FOREST SERVICE, DEPARTMENT OF
9 AGRICULTURE, CONCERNING THE TOWN OF BRECKENRIDGE LAND EXCHANGE
10

11 WHEREAS, the Town and the United States of America, acting by and through the Forest
12 Service, Department of Agriculture (“USFS”) are parties to an Agreement to Initiate (the “ATI”) a
13 land exchange (commonly known as the “Town of Breckenridge Land Exchange”) involving
14 various properties in the counties of LaPata, Dolores, and Summit (the “Exchange”); and
15

16 WHEREAS, the USFS has analyzed the proposed exchange and it is anticipated a
17 Decision Memo approving the Exchange will be signed by the USFS; and
18

19 WHEREAS, a proposed Exchange Agreement between the Town and the USFS has been
20 prepared to close the Exchange as contemplated by the ATI, a copy of which is marked **Exhibit**
21 **“A”**, attached hereto, and incorporated herein by reference; and
22

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

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

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

33 Section 1. The Exchange Agreement between the Town and the United States of
34 America, acting by and through the Forest Service, Department of Agriculture (**Exhibit “A”**
35 hereto) is approved; and the Town Manager is hereby authorized, empowered, and directed to
36 execute such agreement for and on behalf of the Town of Breckenridge.
37

38 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
39 appropriate to do so, the Town Manager is hereby authorized, empowered, and directed take all
40 necessary and appropriate action to close the exchange of the real property contemplated by the
41 approved Agreement. In connection therewith, the Town Manager shall have full power and
42 authority to do and perform all matters and things necessary to the complete the transaction
43 described in the approved agreement, including but not limited to the following:
44

- 45 1. The making, execution, and acknowledgment of extension agreements, settlement
46 statements, closing agreements and other usual and customary closing documents;

EXCHANGE AGREEMENT

OMB No. 0596-0105

This Exchange Agreement, made this _____ day of _____, 2012, between the Town of Breckenridge, a political subdivision of the State of Colorado, whose address is P.O. Box 168, Breckenridge, Colorado 80424, hereinafter referred to as the non-Federal party, and the United States of America, acting by and through the Forest Service, Department of Agriculture, in consideration of the appraisals by the parties hereto of the land or interest in land herein described and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree as follows:

WITNESSETH:

Pursuant to the General Exchange Act of March 20, 1922 (42 Stat. 465, as amended; 16 U.S.C. 485, 486), the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1716) as amended, and the Federal Land Exchange Facilitation Act of August 20, 1988 (102 Stat. 1086; 43 U.S.C. 1716 (note), 43 U.S.C. 751), and the terms of this agreement, the non-Federal party does hereby agree to convey to the United States of America the real property described in Schedule A, attached hereto and made a part hereof. In exchange therefore, the United States of America agrees to convey to the non-Federal party by Patent issued by the Department of Interior, the real property described in Schedule B, attached hereto and made a part hereof and in addition thereto pay the sum of THIRTY THOUSAND and NO/100 DOLLARS (\$30,000.00) to the non-Federal party in order to equalize values pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716).. The agreed to values for this exchange are:

Property of the non-Federal party: \$1,740,000
Property of the United States: \$1,710,000

First, the non-Federal party agrees to convey by Warranty Deed in accordance with Department of Justice Standards when requested by the Forest Service, the lands or interest in lands described in Schedule A to the United States of America and its assigns, together with necessary documents required to convey good title, free from all encumbrances except those set forth in Schedule A.

Second, the non-Federal party agrees to deliver all necessary documents to the Forest Supervisor, White River National Forest, who will act as escrow holder or in the alternative to Colorado Land Title Company LLC, 970 Main Avenue, Durango, CO 81301, who shall act as escrow holder.

Third, the non-Federal party agrees to furnish title evidence on the real property described in Schedule A in a form satisfactory to the Office of the General Counsel of the United States Department of Agriculture.

When title is acceptable to the Forest Service, the United States of America agrees to convey by

Patent the real property described in Schedule B, subject to any encumbrances noted therein.

Both parties agree not to do, or suffer others to do, any act by which the value of the real property which is the subject of the exchange agreement may be diminished or further encumbered. In the event any such loss or damage occurs from any cause, including acts of God, to the real property described in Schedules A and B, prior to execution of deed or issuance of Patent, either party may refuse without liability to complete the exchange.

Each party to this exchange agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for one (1) year or more or disposed of or released on said lands. If evidence of hazardous substances are found, either party may refuse without liability, to complete the exchange (see Attachment A).

This exchange agreement is subject to the requirements of 36 CFR 254.14.

This agreement will be terminated in the event that either party cannot convey good and sufficient title to the real property agreed to be exchanged.

This agreement may be executed in counterparts and together shall constitute one agreement.

This agreement is legally binding on all parties, subject to the terms and conditions herein and may only be amended or terminated by mutual consent.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

IN WITNESS WHEREOF, the non-Federal party and the Forest Supervisor, acting for and on behalf of the Forest Service, USDA, have executed this Agreement this _____ day of _____, 2012.

NON-FEDERAL PARTY:

TOWN OF BRECKENRIDGE, a political
subdivision of the State of Colorado

By: _____
TIMOTHY J. GAGEN, Town Manager

AUTHORIZED OFFICER:
FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

By: _____
SCOTT FITZWILLIAMS
Forest Supervisor
White River National Forest
Rocky Mountain Region, R-2
Forest Service
U.S. Department of Agriculture

ACKNOWLEDGMENT

State of Colorado)
) SS:
County of Summit)

On this _____ day of _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Timothy J. Gagen, Town Manager of the Town of Breckenridge.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

ACKNOWLEDGMENT

State of Colorado)
) SS:
County of Garfield)

On this _____ day of _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Scott Fitzwilliams, Forest Supervisor, White River National Forest, Rocky Mountain Region, R-2, Forest Service, U.S. Department of Agriculture.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

SCHEDULE A

Lands, interest in lands, that the non-Federal party will convey to the United States of America:

Fee title to the following lands in Colorado:

NEW MEXICO PRINCIPAL MERIDIAN

PARCEL A (Mitchell Lakes):

T. 37 N., R. 9 W.

sec. 23: SE1/4NW1/4, SW1/4NE1/4, NE1/4SW1/4, NW1/4SE1/4

Containing 160 acres, more or less, La Plata County, Colorado.

Parcel B (Flattop Mountain):

T. 40 N., R. 10 W.

sec. 2: lot 3 (NE1/4NW1/4), E1/2SE1/4

T. 41 N., R. 10 W.

sec. 35: SE1/4NW1/4, E1/2SW1/4

Containing 247.05 acres, more or less, Dolores County, Colorado.

Containing an aggregate of 407.05 acres, more or less, in La Plata and Dolores Counties, Colorado.

Subject to:

Reservations: None

Outstanding Rights:

1. Terms, agreements, provisions, conditions, obligations and easement as contained in Easement, between United States of America, acting by and through the Forest Service, Department of Agriculture and William Ridgeway and Beverly Ridgeway, dated September 25, 1996, recorded July 5, 2000 as Reception No. 788988 in the La Plata County Clerk and Recorder's Office. (Affects Non-Federal Parcel A – Mitchell Lakes)
2. Reservations of any vested or accrued water rights, right of way for ditches and canals and right of proprietor to vein or lode and remove his ore should the same be found to

penetrate or intersect the premises in United State Patent recorded October 26, 1908 in Book 17 at Page 44 in the Dolores County Clerk and Recorder's Office. (Affects Non-Federal Parcel B – Flattop Mountain)

3. Reservations of any vested or accrued water rights, right of way for ditches and canals and right of proprietor to vein or lode and remove his ore should the same be found to penetrate or intersect the premises in United State Patent recorded November 8, 1909 in Book 17 at Page 495 in the Dolores County Clerk and Recorder's Office. (Affects Non-Federal Parcel B – Flattop Mountain)

SCHEDULE B

Lands, interest in lands, that the United States will convey to the non-Federal party:

Fee title to the following lands in Colorado:

SIXTH PRINCIPAL MERIDIAN, Summit County, Colorado

PARCEL 1A (Claimjumper)

T. 6 S., R. 77 W.

sec. 30: Lots 46, 47 and 49

sec. 31: Lot 27

T. 6 S., R. 78 W.

sec. 25: Lots 8, 18 and 19

sec. 36: Lot 10

Containing 35.37 acres, more or less.

PARCEL 1B (Claimjumper)

T. 6 S., R. 78 W.

sec. 25: Lot 17

Containing 1.12 acres, more or less.

PARCEL 2 (Cucumber Gulch Wedge)

T. 6 S., R. 78 W.

sec. 36: Lots 36, 37 and 38

Containing 16.80 acres, more or less.

Containing an aggregate of 53.29 acres, more or less.

Subject to:

Reservations:

1. Reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

Outstanding Rights: None

Other:

The following affect Federal Parcel 1A - Claimjumper.

1. Private Road Easement issued to Robin Theobald dated June 19, 1992 for an existing road. The Forest will obtain a termination of this easement at or prior to closing. The non-Federal party will be required to issue an easement of the same standard at closing.
2. Private Road Easement issued to the Claimjumper Condominium Association dated December 14, 1998. The Forest will obtain a termination of this easement at or prior to closing. The non-Federal party will be required to offer to issue an easement of the same standard at closing.
3. Public Road Easement issued to the Town of Breckenridge dated December 14, 1998. The Forest will obtain a termination of this easement at or prior to closing.
4. Special Use Permit for water lines issued to the Town of Breckenridge dated August 5, 1998. The Forest will obtain a waiver/relinquishment/amendment for any portion of the water lines affected by the exchange at or prior to closing.
5. Special Use Permit for sewer lines issued to the Breckenridge Sanitation District dated July 23, 1998. The Forest will obtain a waiver/relinquishment/amendment for any portion of the sewer line affected by the exchange at or prior to closing. The non-Federal party will be required to issue an easement at closing.
6. Special Use Permit for buried utility lines issued to Robin Theobald dated May 1, 2009. The Forest will obtain a termination of this permit at or prior to closing. The non-Federal party will be required to offer an easement of the same standard of a Forest Service easement replacing this permit at closing.
7. Special Use Permit for natural gas distribution line issued to Public Service Company of Colorado on 1/10/05, DIL462. The Forest will obtain a waiver/ relinquishment/ amendment for any portion of the gas line affected by the exchange at or prior to closing. The non-Federal party will be required to issue an easement at closing.
8. Special Use Permit for electric distribution line issued to Public Service Company of Colorado dated August 16, 1983. The Forest will obtain a waiver/ relinquishment/ amendment for any portion of the power line affected by the exchange at or prior to closing. The non-Federal party will be required to issue an easement at closing.

ATTACHMENT A

Environmental Quality Provision

In the event it is discovered, before the United States has recorded the deed which conveys the subject property to the United States, that the subject property (property to the United States) is contaminated, including but not limited to contamination resulting from solid wastes, hazardous wastes or substances, pollutants or contaminants, or other regulated substances, or that the subject property is in a condition which would constitute a violation of any applicable federal, State, or local laws or regulations relating to the protection of health, safety, or the environment, the United States may, at its sole election and without incurring any liabilities or obligations arising there from, either:

- 1) Declare this Exchange Agreement to be null and void; or
- 2) Adjust the acreage and description of the subject property (property to be conveyed to the United States) thereby excluding from the conveyance those portions of the parcel which are affected by the newly discovered contamination or condition. Correspondingly, the consideration to be given by the United States, as set forth under this Exchange Agreement shall be adjusted accordingly to reflect the adjustment concerning the subject property to be conveyed to the United States.

All representatives, warranties, obligations and rights set forth herein shall survive the closing and not merge with the deed such that they are binding and enforceable even after the deed has been conveyed to the United States, but only until the United States has recorded the deed which conveys the subject property to the United States.

MEMO

TO: Mayor & Town Council
FROM: Tim Gagen, Town Manager
DATE: February 8, 2012
SUBJECT: Committee Reports for 2.14.2012 Council Packet

The following committee reports were submitted by Town Employees and/or the Town Manager:

Summit County Wildfire Council Matt Thompson, Peter Grosshuesch January 19, 2012

Discussion on Proposed Changes to Weed Mitigation Requirements for Grant Program: Lisa Taylor and Dan Schroder presented rationale for strengthening the weed mitigation requirements for hazardous fuels reduction grant recipients.

Update from Subcommittee on Grant Program Restructuring: Paul Cada reminded the group that at the last Wildfire Council meeting, they discussed creating a CWPP Implementation grant program, to complement the Hazardous Fuels Reduction grant program. The BOCC has approved the plan.

Discussion on Proposed Management Prescription Updates: Paul Cada presented proposed modifications to focus area management prescriptions.

2012 Budget Update: Dan Schroder gave an update of the approved 2012 Forest Management budget. BOCC reduced the overall budget from \$500,000 to \$417,000. The grant program will continue to receive \$300,000, of which \$15,000 is allocated for weed management and \$5,000 is allocated for education efforts. Of the remaining \$117,000, \$100,000 pays for administrative costs and the remainder goes into the Forest Management reserve fund. Any funds remaining after the fuels reduction and CWPP Implementation programs will go into the reserve.

Status Update on Indiana Creek Road Bonding Issue: Peter Grosshuesch reported that the Forest Service is working with Denver Water Board to clear about 300 acres in the Indiana Creek area. The Spruce Valley Ranch HOA wants a bond to cover potential road damage from the logging activity.

Education Update: Dan Schroder presented education efforts since the last Wildfire Council meeting. Dan continues to seek out effective means of working with the public and collaborate with other county and state entities on education efforts.-

Committees	Representative	Report Status
CAST	Mayor Warner	Verbal Report
CDOT	Tim Gagen	No Meeting/Report
CML	Tim Gagen	No Meeting/Report
I-70 Coalition	Tim Gagen	No Meeting/Report
Mayors, Managers & Commissions Meeting	Mayor Warner	Verbal Report
Summit Leadership Forum	Tim Gagen	No Meeting/Report
Liquor Licensing Authority*	MJ Loufek	No Meeting/Report
Wildfire Council	Matt Thompson	Included
Public Art Commission*	Jenn Cram	No Meeting/Report
Summit Stage Advisory Board*	James Phelps	No Meeting/Report
Police Advisory Committee	Rick Holman	No Meeting/Report
Housing/Childcare Committee	Laurie Best	Verbal Report
CMC Advisory Committee	Tim Gagen	No Meeting/Report

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

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

FINANCIAL MEMORANDUM

TO: TIM GAGEN, TOWN MANAGER
FROM: CLERK AND FINANCE DIVISION
SUBJECT: DECEMBER NET TAXABLE SALES & RETT REPORTING
DATE: 2/8/2012

This memo explains significant items of note in relation to sales that occurred within the Town of Breckenridge in the month of November. Real Estate Transfer Tax, including an analysis of the monthly “churn” and sales by property type, is also included.

New Items of Note:

Net Taxable Sales

- Overall, Net Taxable sales for December were up 10.2% over 2011 (up 6.7% for the year). While this may sound impressive, do note that the year-end total did fall short of the 2006 total.
- Every category tracked ahead of prior year.
- Short-Term Lodging, for the month, had the best December on record. However, for the year, we fell between 2006 & 2007 #s.
- Grocery/Liquor, for the month, fell between 2006 & 2007 #s. We did finish ahead of 2007#s for the year-end total.
- 2011 was the best year on record for Restaurants/Bars.

Real Estate Transfer Tax

- Total January collections fell behind prior year by 69.6%. However, it is notable that in 2010 & 2011 that we received revenue for a new phase of Grand Lodge on Peak 7. The next phase of the Grand Lodge project will not close until December 2012.
- The month did still fall behind budget by 23.9%, which was not affected by the prior year’s Grand Lodge closings.
- We also fell behind PY churn for the month by 22.6%.
- Sales of vacant land and townhomes were up vs. prior year.
- While condos are not up vs. prior, they did comprise the majority of the sales for the month.

Continuing Items of Note:

- Net Taxable Sales are reported in the first Council meeting following the due date of the tax remittance to the Town of Breckenridge. 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.

- 2012 Real Estate Transfer Tax budget is based upon the monthly distribution for 2007. The reasoning is that we should compare to a year with a “normal distribution.”

**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

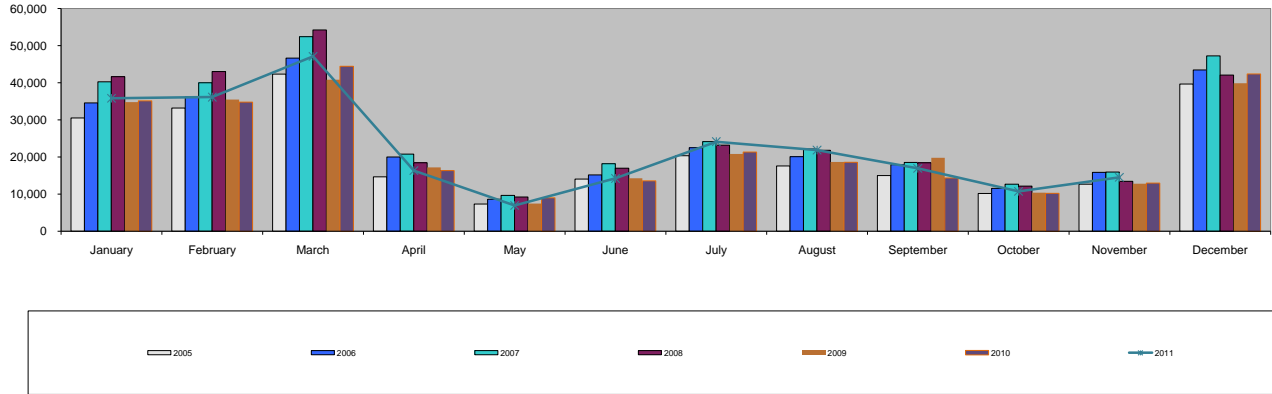
(in Thousands of Dollars)

Total - All Categories*

* excluding Undefined and Utilities categories

	Actual 2005	YTD 2005	Actual 2006	YTD 2006	Actual 2007	YTD 2007	Actual 2008	YTD 2008	Actual 2009	YTD 2009	Actual 2010	YTD 2010	Actual 2011	YTD 2011	Monthly 10-11	YTD % Change 10-11
January	30,549	30,549	34,589	34,589	40,283	40,283	41,665	41,665	34,783	34,783	35,105	35,105	35,805	35,805	2.0%	2.0%
February	33,171	63,720	36,236	70,825	40,034	80,317	43,052	84,717	35,453	70,236	34,791	69,896	36,128	71,933	3.8%	2.9%
March	42,370	106,090	46,603	117,428	52,390	132,707	54,237	138,954	40,810	111,046	44,485	114,381	47,101	119,034	5.9%	4.1%
April	14,635	120,725	19,963	137,391	20,758	153,465	18,483	157,437	17,171	128,217	16,346	130,727	16,371	135,405	0.2%	3.6%
May	7,355	128,080	8,661	146,052	9,629	163,094	9,251	166,688	7,475	135,692	8,999	139,726	6,971	142,376	-22.5%	1.9%
June	14,043	142,123	15,209	161,261	18,166	181,260	16,988	183,676	14,286	149,978	13,557	153,283	14,235	156,611	5.0%	2.2%
July	20,366	162,489	22,498	183,759	24,168	205,428	23,160	206,836	20,788	170,766	21,346	174,629	24,134	180,745	13.1%	3.5%
August	17,625	180,114	20,071	203,830	22,125	227,553	21,845	228,681	18,656	189,422	18,603	193,232	21,878	202,623	17.6%	4.9%
September	15,020	195,134	17,912	221,742	18,560	246,113	18,481	247,162	19,806	209,228	14,320	207,552	16,969	219,592	18.5%	5.8%
October	10,170	205,304	11,544	233,286	12,687	258,800	12,120	259,282	10,410	219,638	10,226	217,778	10,740	230,332	5.0%	5.8%
November	12,647	217,951	15,877	249,163	15,943	274,743	13,483	272,765	12,809	232,447	12,985	230,763	14,549	244,881	12.0%	6.1%
December	39,687	257,638	43,431	292,594	47,258	322,001	42,076	314,841	39,859	272,306	42,343	273,106	46,651	291,532	10.2%	6.7%
Totals	257,638		292,594		322,001		314,841		272,306		273,106		291,532			

2011 Monthly Sales Tax Activity (in thousands of dollars)



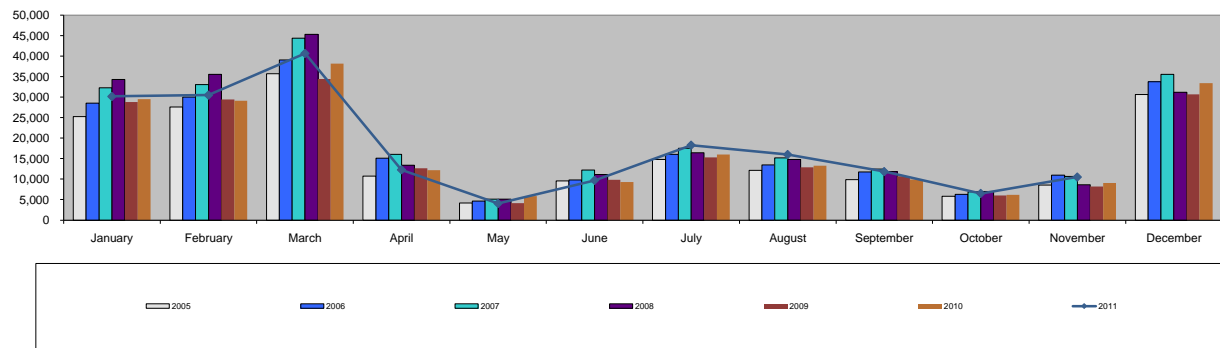
**TOWN OF BRECKENRIDGE
TAXABLE SALES ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail-Restaurant-Lodging Summary

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD % Change 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	25,240	25,240	28,528	28,528	32,258	32,258	34,290	34,290	28,802	28,802	29,538	29,538	30,174	30,174	2.2%	2.2%
February	27,553	52,793	29,972	58,500	33,039	65,297	35,511	69,801	29,401	58,203	29,090	58,628	30,504	60,678	4.9%	3.5%
March	35,705	88,498	39,051	97,551	44,390	109,687	45,338	115,139	34,428	92,631	38,136	96,764	40,676	101,354	6.7%	4.7%
April	10,773	99,271	15,134	112,685	16,025	125,712	13,410	128,549	12,653	105,284	12,154	108,918	12,281	113,635	1.0%	4.3%
May	4,179	103,450	4,647	117,332	5,146	130,858	5,111	133,660	4,125	109,409	5,836	114,754	4,077	117,712	-30.1%	2.6%
June	9,568	113,018	9,789	127,121	12,225	143,083	11,112	144,772	9,829	119,238	9,302	124,056	9,713	127,425	4.4%	2.7%
July	14,766	127,784	16,038	143,159	17,499	160,582	16,446	161,218	15,305	134,543	15,993	140,049	18,296	145,721	14.4%	4.1%
August	12,122	139,906	13,446	156,605	15,167	175,749	14,815	176,033	12,859	147,402	13,261	153,310	16,010	161,731	20.7%	5.5%
September	9,897	149,803	11,761	168,366	12,418	188,167	11,794	187,827	10,705	158,107	9,894	163,204	11,834	173,565	19.6%	6.3%
October	5,824	155,627	6,248	174,614	6,934	195,101	6,977	194,804	5,986	164,093	6,143	169,347	6,517	180,082	6.1%	6.3%
November	8,557	164,184	10,963	185,577	10,650	205,751	8,637	203,441	8,234	172,327	9,068	178,415	10,513	190,595	15.9%	6.8%
December	30,619	194,803	33,736	219,313	35,517	241,268	31,211	234,652	30,667	202,994	33,363	211,778	37,081	227,676	11.1%	7.5%
Totals	194,803		219,313		241,268		234,652		202,994		211,778		227,676			

2011 Monthly Sales Tax Activity (in thousands of dollars)



Tourism Ratio (Retail + Restaurant)/Lodging

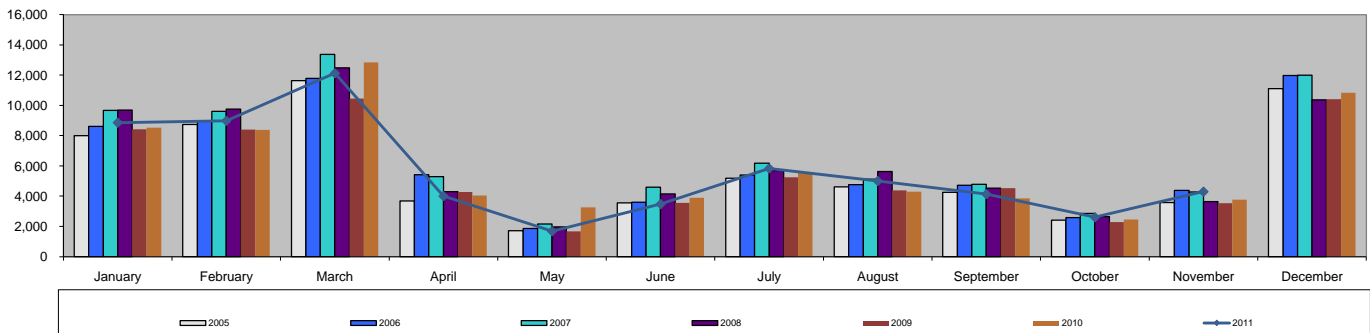
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Retail Sales

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	8,001	8,001	8,607	8,607	9,665	9,665	9,684	9,684	8,430	8,430	8,530	8,530	8,862	8,862	3.9%	3.9%
February	8,744	16,745	8,942	17,549	9,607	19,272	9,763	19,447	8,401	16,831	8,378	16,908	8,982	17,844	7.2%	5.5%
March	11,632	28,377	11,774	29,323	13,373	32,645	12,479	31,926	10,449	27,280	12,851	29,759	12,125	29,969	-5.6%	0.7%
April	3,678	32,055	5,406	34,729	5,287	37,932	4,301	36,227	4,274	31,554	4,032	33,791	4,006	33,975	-0.6%	0.5%
May	1,708	33,763	1,858	36,587	2,165	40,097	1,965	38,192	1,675	33,229	3,251	37,042	1,679	35,654	-48.4%	-3.7%
June	3,565	37,328	3,589	40,176	4,597	44,694	4,153	42,345	3,558	36,787	3,895	40,937	3,477	39,131	-10.7%	-4.4%
July	5,174	42,502	5,403	45,579	6,176	50,870	5,700	48,045	5,240	42,027	5,582	46,519	5,834	44,965	4.5%	-3.3%
August	4,620	47,122	4,757	50,336	5,110	55,980	5,631	53,676	4,384	46,411	4,302	50,821	5,003	49,968	16.3%	-1.7%
September	4,249	51,371	4,726	55,062	4,783	60,763	4,527	58,203	4,536	50,947	3,848	54,669	4,132	54,100	7.4%	-1.0%
October	2,404	53,775	2,591	57,653	2,866	63,629	2,635	60,838	2,277	53,224	2,453	57,122	2,609	56,709	6.4%	-0.7%
November	3,586	57,361	4,376	62,029	4,267	67,896	3,641	64,479	3,540	56,764	3,764	60,886	4,301	61,010	14.3%	0.2%
December	11,099	68,460	11,971	74,000	12,000	79,896	10,358	74,837	10,403	67,167	10,824	71,710	11,629	72,639	7.4%	1.3%
Totals	68,460		74,000		79,896		74,837		67,167		71,710		72,639			

2011 Monthly Sales Tax Activity (in thousands of dollars)



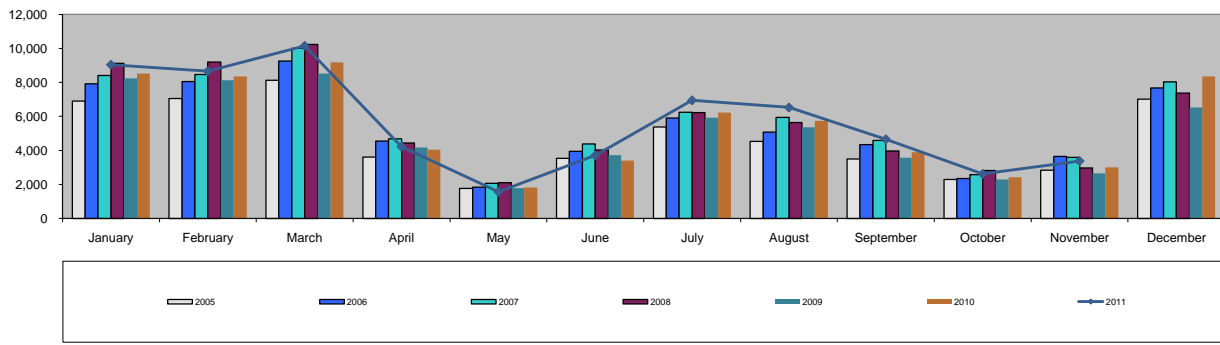
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Restaurants/Bars

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	6,897	6,897	7,924	7,924	8,414	8,414	9,117	9,117	8,231	8,231	8,515	8,515	9,039	9,039	6.2%	6.2%
February	7,047	13,944	8,058	15,982	8,467	16,881	9,208	18,325	8,129	16,360	8,343	16,858	8,660	17,699	3.8%	5.0%
March	8,117	22,061	9,256	25,238	10,015	26,896	10,240	28,565	8,527	24,887	9,186	26,044	10,151	27,850	10.5%	6.9%
April	3,609	25,670	4,552	29,790	4,678	31,574	4,440	33,005	4,173	29,060	4,042	30,086	4,222	32,072	4.5%	6.6%
May	1,760	27,430	1,832	31,622	2,058	33,632	2,107	35,112	1,783	30,843	1,812	31,898	1,570	33,642	-13.4%	5.5%
June	3,525	30,955	3,938	35,560	4,370	38,002	4,030	39,142	3,712	34,555	3,397	35,295	3,704	37,346	9.0%	5.8%
July	5,375	36,330	5,905	41,465	6,249	44,251	6,218	45,360	5,931	40,486	6,222	41,517	6,949	44,295	11.7%	6.7%
August	4,521	40,851	5,067	46,532	5,933	50,184	5,639	50,999	5,365	45,851	5,729	47,246	6,526	50,821	13.9%	7.6%
September	3,498	44,349	4,340	50,872	4,585	54,769	3,971	54,970	3,565	49,416	3,883	51,129	4,656	55,477	19.9%	8.5%
October	2,290	46,639	2,352	53,224	2,564	57,333	2,818	57,788	2,285	51,701	2,420	53,549	2,618	58,095	8.2%	8.5%
November	2,841	49,480	3,651	56,875	3,593	60,926	2,972	60,760	2,649	54,350	3,006	56,555	3,380	61,475	12.4%	8.7%
December	7,017	56,497	7,681	64,556	8,028	68,954	7,371	68,131	6,524	60,874	8,351	64,906	9,701	71,176	16.2%	9.7%
Totals	56,497		64,556		68,954		68,131		60,874		64,906		71,176			

2011 Monthly Sales Tax Activity (in thousands of dollars)



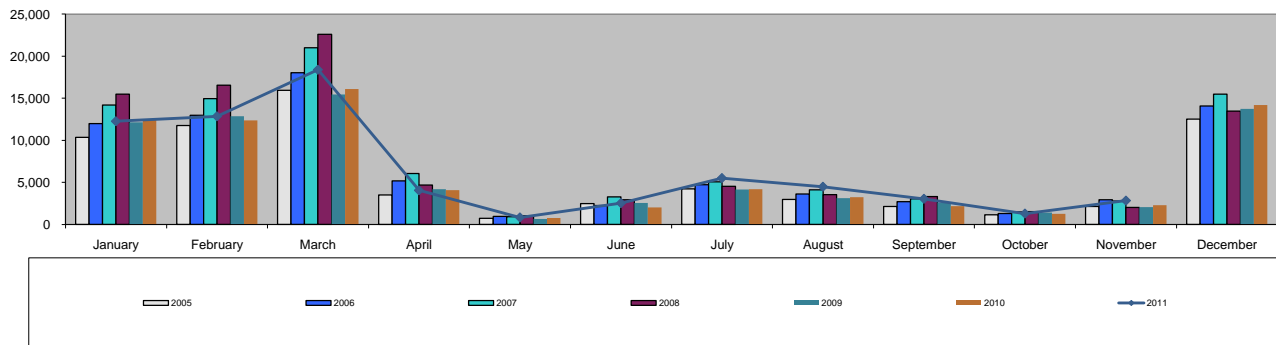
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Short-Term Lodging

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	10,342	10,342	11,997	11,997	14,179	14,179	15,489	15,489	12,141	12,141	12,493	12,493	12,273	12,273	-1.8%	-1.8%
February	11,762	22,104	12,972	24,969	14,965	29,144	16,540	32,029	12,871	25,012	12,369	24,862	12,862	25,135	4.0%	1.1%
March	15,956	38,060	18,021	42,990	21,002	50,146	22,619	54,648	15,452	40,464	16,099	40,961	18,400	43,535	14.3%	6.3%
April	3,486	41,546	5,176	48,166	6,060	56,206	4,669	59,317	4,206	44,670	4,080	45,041	4,053	47,588	-0.7%	5.7%
May	711	42,257	957	49,123	923	57,129	1,039	60,356	667	45,337	773	45,814	828	48,416	7.1%	5.7%
June	2,478	44,735	2,262	51,385	3,258	60,387	2,929	63,285	2,559	47,896	2,010	47,824	2,532	50,948	26.0%	6.5%
July	4,217	48,952	4,730	56,115	5,074	65,461	4,528	67,813	4,134	52,030	4,189	52,013	5,513	56,461	31.6%	8.6%
August	2,981	51,933	3,622	59,737	4,124	69,585	3,545	71,358	3,110	55,140	3,230	55,243	4,481	60,942	38.7%	10.3%
September	2,150	54,083	2,695	62,432	3,050	72,635	3,296	74,654	2,604	57,744	2,163	57,406	3,046	63,988	40.8%	11.5%
October	1,130	55,213	1,305	63,737	1,504	74,139	1,524	76,178	1,424	59,168	1,270	58,676	1,290	65,278	1.6%	11.3%
November	2,130	57,343	2,936	66,673	2,790	76,929	2,024	78,202	2,045	61,213	2,298	60,974	2,832	68,110	23.2%	11.7%
December	12,503	69,846	14,084	80,757	15,489	92,418	13,482	91,684	13,740	74,953	14,188	75,162	15,751	83,861	11.0%	11.6%
Totals	69,846		80,757		92,418		91,684		74,953		75,162		83,861			

2011 Monthly Sales Tax Activity (in thousands of dollars)



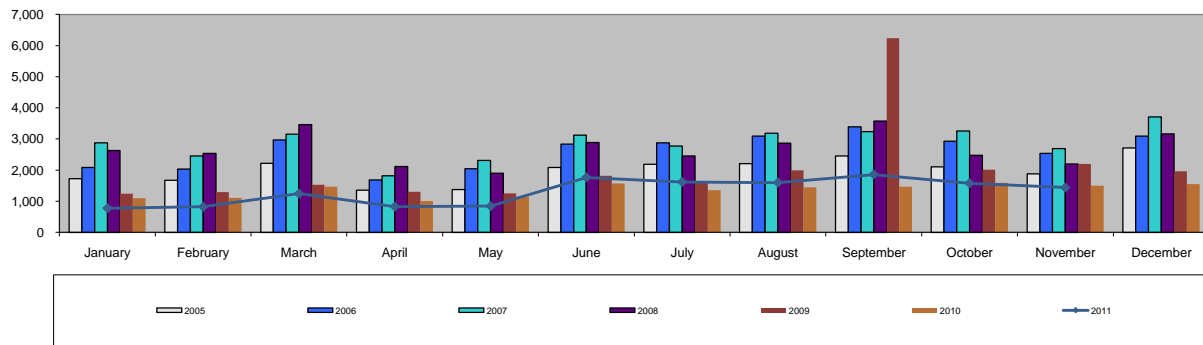
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Supplies

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	1,720	1,720	2,084	2,084	2,876	2,876	2,631	2,631	1,240	1,240	1,095	1,095	777	777	-29.0%	-29.0%
February	1,669	3,389	2,031	4,115	2,459	5,335	2,532	5,163	1,297	2,537	1,111	2,206	821	1,598	-26.1%	-27.6%
March	2,216	5,605	2,967	7,082	3,156	8,491	3,463	8,626	1,530	4,067	1,472	3,678	1,245	2,843	-15.4%	-22.7%
April	1,359	6,964	1,680	8,762	1,813	10,304	2,114	10,740	1,305	5,372	1,006	4,684	829	3,672	-17.6%	-21.6%
May	1,370	8,334	2,045	10,807	2,314	12,618	1,894	12,634	1,250	6,622	1,139	5,823	841	4,513	-26.2%	-22.5%
June	2,083	10,417	2,836	13,643	3,119	15,737	2,886	15,520	1,814	8,436	1,573	7,396	1,765	6,278	12.2%	-15.1%
July	2,186	12,603	2,872	16,515	2,770	18,507	2,450	17,970	1,602	10,038	1,354	8,750	1,619	7,897	19.6%	-9.7%
August	2,211	14,814	3,096	19,611	3,187	21,694	2,869	20,839	1,990	12,028	1,446	10,196	1,597	9,494	10.4%	-6.9%
September	2,452	17,266	3,394	23,005	3,234	24,928	3,574	24,413	6,237	18,265	1,471	11,667	1,857	11,351	26.2%	-2.7%
October	2,107	19,373	2,924	25,929	3,259	28,187	2,470	26,883	2,016	20,281	1,595	13,262	1,575	12,926	-1.3%	-2.5%
November	1,876	21,249	2,537	28,466	2,693	30,880	2,199	29,082	2,196	22,477	1,495	14,757	1,437	14,363	-3.9%	-2.7%
December	2,712	23,961	3,091	31,557	3,713	34,593	3,160	32,242	1,958	24,435	1,548	16,305	1,794	16,157	15.9%	-0.9%
Totals	23,961		31,557		34,593		32,242		24,435		16,305		16,157			

2011 Monthly Sales Tax Activity (in thousands of dollars)



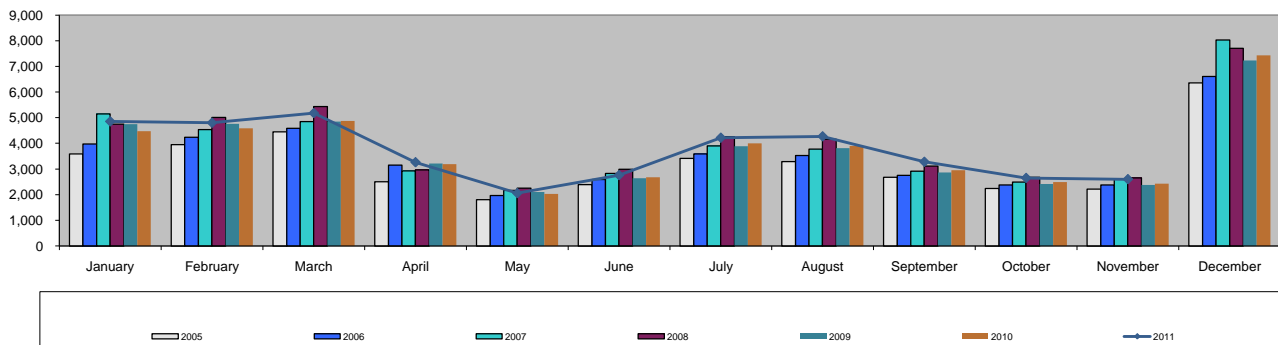
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Grocery/Liquor Stores

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD		
January	3,589	3,589	3,977	3,977	5,149	5,149	4,744	4,744	4,741	4,741	4,472	4,472	4,854	4,854	8.5%	8.5%
February	3,949	7,538	4,233	8,210	4,536	9,685	5,009	9,753	4,755	9,496	4,590	9,062	4,803	9,657	4.6%	6.6%
March	4,449	11,987	4,585	12,795	4,844	14,529	5,436	15,189	4,852	14,348	4,877	13,939	5,180	14,837	6.2%	6.4%
April	2,503	14,490	3,149	15,944	2,920	17,449	2,959	18,148	3,213	17,561	3,186	17,125	3,261	18,098	2.4%	5.7%
May	1,806	16,296	1,969	17,913	2,169	19,618	2,246	20,394	2,100	19,661	2,024	19,149	2,053	20,151	1.4%	5.2%
June	2,392	18,688	2,584	20,497	2,822	22,440	2,990	23,384	2,643	22,304	2,682	21,831	2,757	22,908	2.8%	4.9%
July	3,414	22,102	3,588	24,085	3,899	26,339	4,264	27,648	3,881	26,185	3,999	25,830	4,219	27,127	5.5%	5.0%
August	3,292	25,394	3,529	27,614	3,771	30,110	4,161	31,809	3,807	29,992	3,896	29,726	4,271	31,398	9.6%	5.6%
September	2,671	28,065	2,757	30,371	2,908	33,018	3,113	34,922	2,864	32,856	2,955	32,681	3,278	34,676	10.9%	6.1%
October	2,239	30,304	2,372	32,743	2,494	35,512	2,673	37,595	2,408	35,264	2,488	35,169	2,648	37,324	6.4%	6.1%
November	2,214	32,518	2,377	35,120	2,600	38,112	2,647	40,242	2,379	37,643	2,422	37,591	2,599	39,923	7.3%	6.2%
December	6,356	38,874	6,604	41,724	8,028	46,140	7,705	47,947	7,234	44,877	7,432	45,023	7,776	47,699	4.6%	5.9%
Totals	38,874		41,724		46,140		47,947		44,877		45,023		47,699			

2011 Monthly Sales Tax Activity (in thousands of dollars)



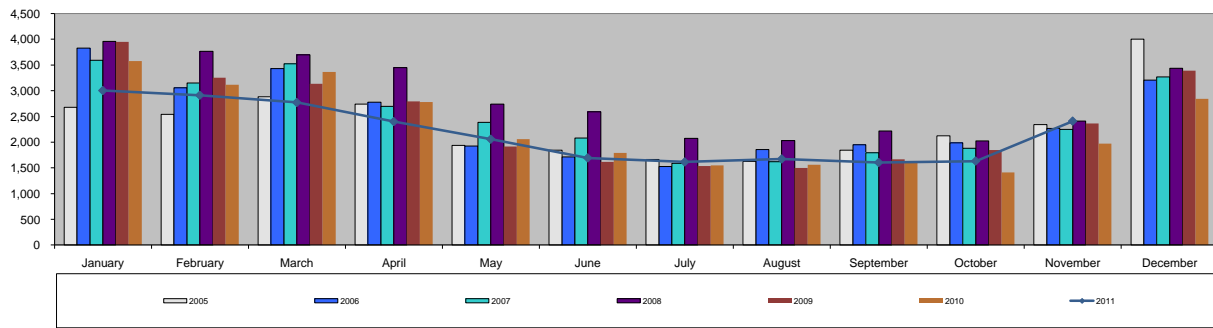
**TOWN OF BRECKENRIDGE
TAXABLE REVENUE ANALYSIS BY BUSINESS SECTOR**

(in Thousands of Dollars)

Utilities

	2005		2006		2007		2008		2009		2010		2011		Monthly 10-11	YTD 10-11
	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD	Actual	YTD				
January	2,675	2,675	3,829	3,829	3,591	3,591	3,961	3,961	3,950	3,950	3,577	3,577	3,004	3,004	-16.0%	-16.0%
February	2,540	5,215	3,056	6,885	3,149	6,740	3,765	7,726	3,253	7,203	3,118	6,695	2,913	5,917	-6.6%	-11.6%
March	2,883	8,098	3,428	10,313	3,525	10,265	3,699	11,425	3,134	10,337	3,365	10,060	2,772	8,689	-17.6%	-13.6%
April	2,741	10,839	2,778	13,091	2,694	12,959	3,448	14,873	2,792	13,129	2,779	12,839	2,400	11,089	-13.6%	-13.6%
May	1,939	12,778	1,926	15,017	2,386	15,345	2,742	17,615	1,917	15,046	2,057	14,896	2,057	13,146	0.0%	-11.7%
June	1,846	14,624	1,713	16,730	2,078	17,423	2,588	20,203	1,620	16,666	1,793	16,689	1,693	14,839	-5.6%	-11.1%
July	1,663	16,287	1,529	18,259	1,588	19,011	2,075	22,278	1,539	18,205	1,548	18,237	1,614	16,453	4.3%	-9.8%
August	1,629	17,916	1,854	20,113	1,621	20,632	2,031	24,309	1,497	19,702	1,558	19,795	1,673	18,126	7.4%	-8.4%
September	1,843	19,759	1,949	22,062	1,792	22,424	2,219	26,528	1,667	21,369	1,625	21,420	1,604	19,730	-1.3%	-7.9%
October	2,127	21,886	1,987	24,049	1,883	24,307	2,026	28,554	1,845	23,214	1,412	22,832	1,632	21,362	15.6%	-6.4%
November	2,340	24,226	2,264	26,313	2,251	26,558	2,411	30,965	2,364	25,578	1,972	24,804	2,409	23,771	22.2%	-4.2%
December	4,005	28,231	3,206	29,519	3,271	29,829	3,435	34,400	3,389	28,967	2,845	27,649	2,991	26,762	5.1%	-3.2%
Totals	28,231		29,519		29,829		34,400		28,967		27,649		26,762			

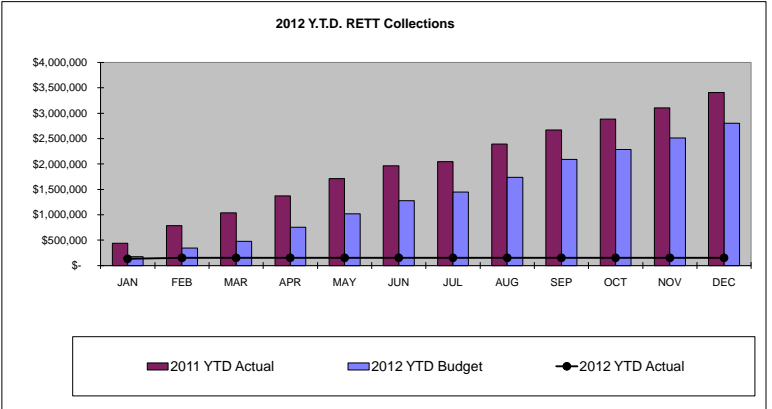
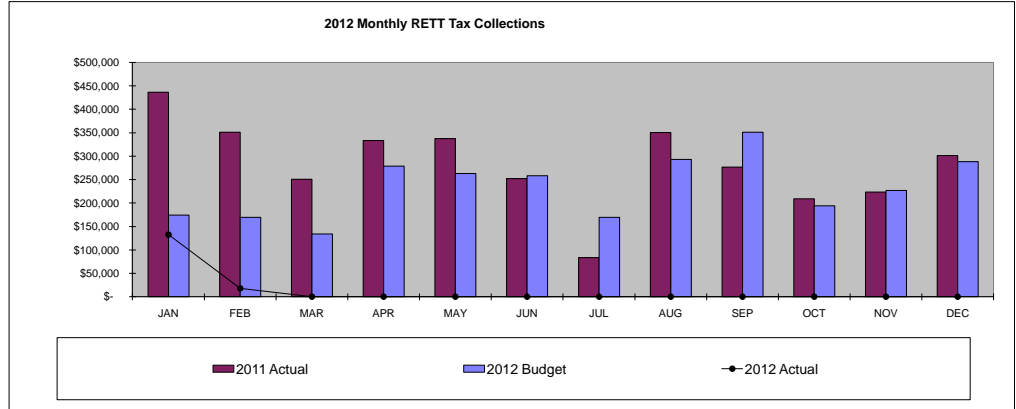
2011 Monthly Sales Tax Activity (in thousands of dollars)



TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS REPORTED IN THE PERIOD EARNED

Sales Period	2007 Collections			2011 Collections			2012 Budget			2012 Monthly				2012 Year to Date			
	Tax Collected	Year To Date	Percent of Total	Tax Collected	Year To Date	Percent of Total	Tax Budgeted	Year To Date	Percent of Total	Actual	% of Budget	% Change from 2007	% Change from 2011	Actual	% of Budget	% Change from 2007	% Change from 2011
JAN	\$ 352,958	\$ 352,958	6.2%	\$ 436,605	\$ 436,605	12.8%	\$ 174,140	\$ 174,140	6.2%	\$ 132,557	76.1%	-62.4%	-69.6%	\$ 132,557	76.1%	-62.4%	-69.6%
FEB	342,995	695,953	12.3%	350,866	787,471	23.1%	169,224	343,364	12.3%	17,761	10.5%	-94.8%	-94.9%	150,318	43.8%	-78.4%	-80.9%
MAR	271,817	967,770	17.1%	250,986	1,038,457	30.5%	134,107	477,470	17.1%	-	0.0%	n/a	n/a	150,318	31.5%	-84.5%	-85.5%
APR	564,624	1,532,394	27.0%	333,424	1,371,881	40.3%	278,570	756,040	27.0%	-	0.0%	n/a	n/a	150,318	19.9%	-90.2%	-89.0%
MAY	533,680	2,066,074	36.4%	337,577	1,709,458	50.2%	263,303	1,019,342	36.4%	-	0.0%	n/a	n/a	150,318	14.7%	-92.7%	-91.2%
JUN	522,999	2,589,073	45.6%	251,806	1,961,263	57.6%	258,033	1,277,375	45.6%	-	0.0%	n/a	n/a	150,318	11.8%	-94.2%	-92.3%
JUL	343,610	2,932,683	51.7%	83,522	2,044,785	60.0%	169,527	1,446,903	51.7%	-	0.0%	n/a	n/a	150,318	10.4%	-94.9%	-92.6%
AUG	594,349	3,527,032	62.1%	350,730	2,395,515	70.3%	293,235	1,740,138	62.1%	-	0.0%	n/a	n/a	150,318	8.6%	-95.7%	-93.7%
SEP	711,996	4,239,028	74.7%	276,774	2,672,289	78.5%	351,278	2,091,416	74.7%	-	0.0%	n/a	n/a	150,318	7.2%	-96.5%	-94.4%
OCT	392,752	4,631,779	81.6%	208,831	2,881,120	84.6%	193,773	2,285,189	81.6%	-	0.0%	n/a	n/a	150,318	6.6%	-96.8%	-94.8%
NOV	459,147	5,090,926	89.7%	223,271	3,104,391	91.2%	226,530	2,511,719	89.7%	-	0.0%	n/a	n/a	150,318	6.0%	-97.0%	-95.2%
DEC	\$ 584,308	\$ 5,675,235	100.0%	\$ 301,397	\$ 3,405,788	100.0%	\$ 288,281	\$ 2,800,000	100.0%	\$ -	0.0%	n/a	n/a	\$ 150,318	5.4%	-97.4%	-95.6%

*2012 budget is based upon 2007 monthly distribution
February #'s are through 2/7/12.*

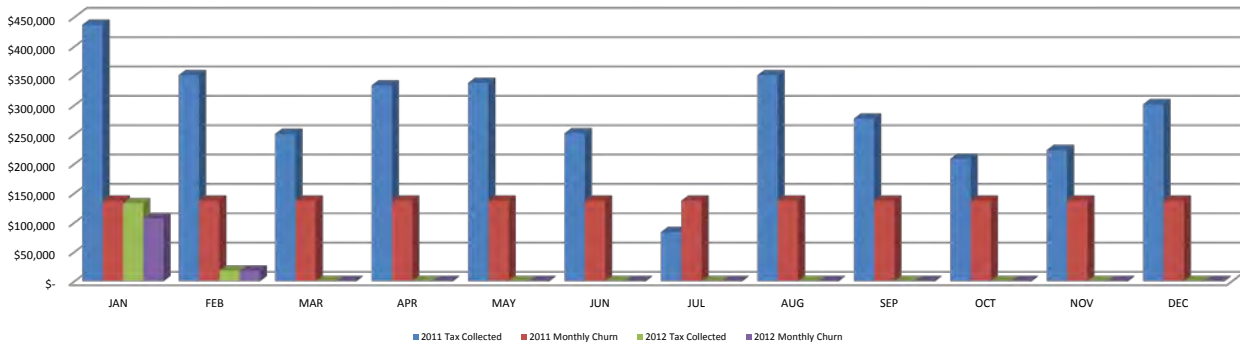


**TOWN OF BRECKENRIDGE
REAL ESTATE TRANSFER TAX CHURN
REPORTED IN THE PERIOD EARNED**

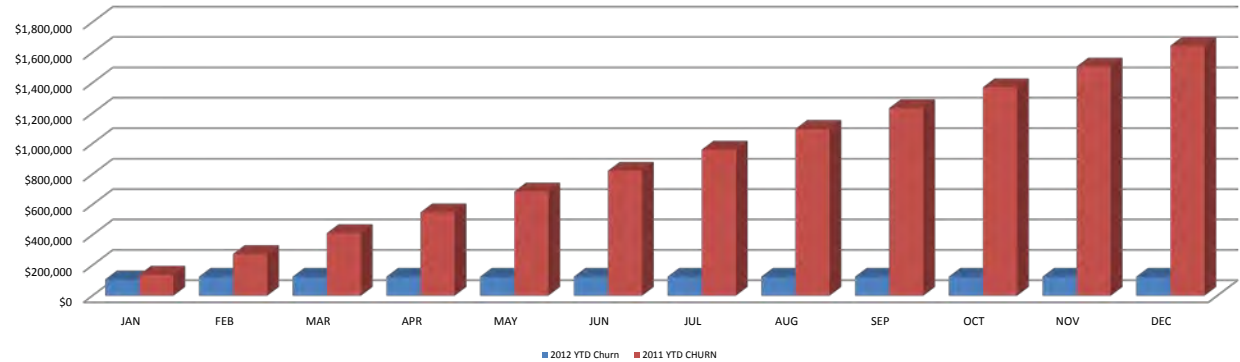
Sales Period	Tax Collected	Year To Date	2011 Collections				Monthly Churn	YTD Churn	% of YTD Total
			New Construction						
			Grand Lodge	1 Ski Hill	Water House	Other			
JAN	\$ 436,605	\$ 436,605	246,243	0	53,370	0	\$ 136,992	\$136,992	31.4%
FEB	\$ 350,866	\$ 787,471	173,763	26,482	11,550	0	\$ 136,992	\$273,985	34.8%
MAR	\$ 250,986	\$ 1,038,457	56,805	0	9,300	0	\$ 136,992	\$410,977	39.6%
APR	\$ 333,424	\$ 1,371,881	41,651	7,296	19,170	11,300	\$ 136,992	\$547,969	39.9%
MAY	\$ 337,577	\$ 1,709,458	87,830	36,403	0	0	\$ 136,992	\$684,962	40.1%
JUN	\$ 251,806	\$ 1,961,263	44,417	0	0	0	\$ 136,992	\$821,954	41.9%
JUL	\$ 83,522	\$ 2,044,785	14,277	0	0	0	\$ 136,992	\$958,946	46.9%
AUG	\$ 350,730	\$ 2,395,515	107,470	0	0	5,050	\$ 136,992	\$1,095,939	45.7%
SEP	\$ 276,774	\$ 2,672,289	27,114	0	0	0	\$ 136,992	\$1,232,931	46.1%
OCT	\$ 208,381	\$ 2,880,670	2,223	0	0	14,800	\$ 136,992	\$1,369,923	47.6%
NOV	\$ 223,271	\$ 3,103,941	5,083	17,212	0	0	\$ 136,992	\$1,506,916	48.5%
DEC	\$ 301,397	\$ 3,405,338	7,928	0	0	11,300	\$ 136,992	\$1,643,908	48.3%

Sales Period	Tax Collected	Year To Date	2012 Collections				Monthly Churn	YTD Budget	YTD Churn	% of YTD Total	% Change In Churn from Prior Year
			New Construction								
			Grand Lodge	1 Ski Hill	Water House	Other					
JAN	\$ 132,557	\$ 132,557	26,492	0	0	0	\$ 106,065	\$ 174,140	\$106,065	80.0%	-22.6%
FEB	\$ 17,761	\$ 150,318					\$ 17,761	\$ 343,364	\$123,826	82.4%	-54.8%
MAR	\$ -	\$ 150,318					\$ -	\$ 477,470	\$123,826	n/a	n/a
APR	\$ -	\$ 150,318					\$ -	\$ 756,040	\$123,826	n/a	n/a
MAY	\$ -	\$ 150,318					\$ -	\$ 1,019,342	\$123,826	n/a	n/a
JUN	\$ -	\$ 150,318					\$ -	\$ 1,277,375	\$123,826	n/a	n/a
JUL	\$ -	\$ 150,318					\$ -	\$ 1,446,903	\$123,826	n/a	n/a
AUG	\$ -	\$ 150,318					\$ -	\$ 1,740,138	\$123,826	n/a	n/a
SEP	\$ -	\$ 150,318					\$ -	\$ 2,091,416	\$123,826	n/a	n/a
OCT	\$ -	\$ 150,318					\$ -	\$ 2,285,189	\$123,826	n/a	n/a
NOV	\$ -	\$ 150,318					\$ -	\$ 2,511,719	\$123,826	n/a	n/a
DEC	\$ -	\$ 150,318					\$ -	\$ 2,800,000	\$123,826	n/a	n/a

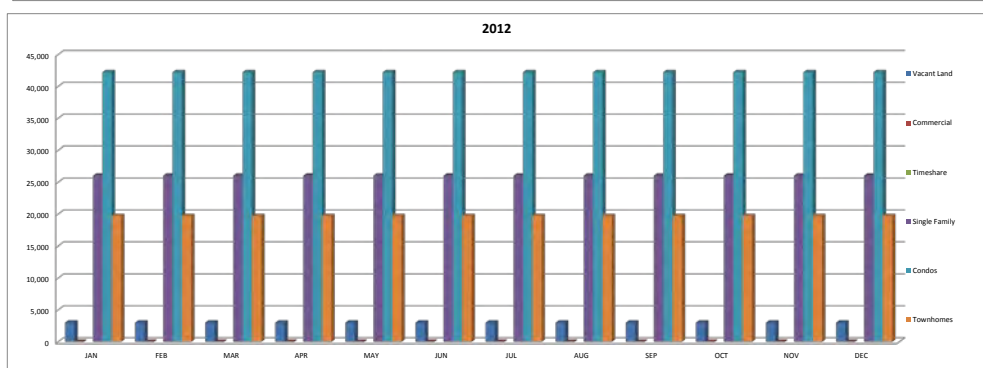
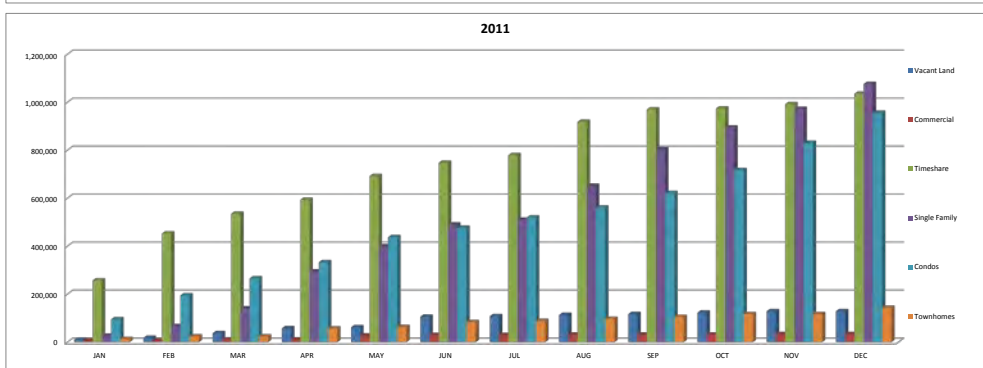
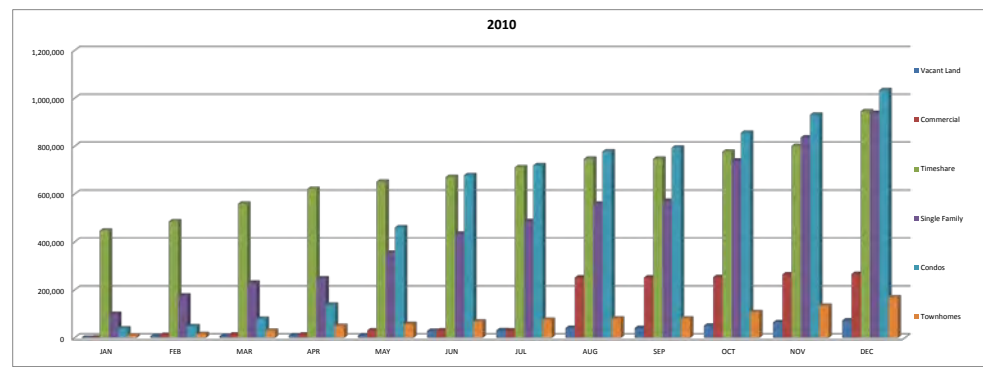
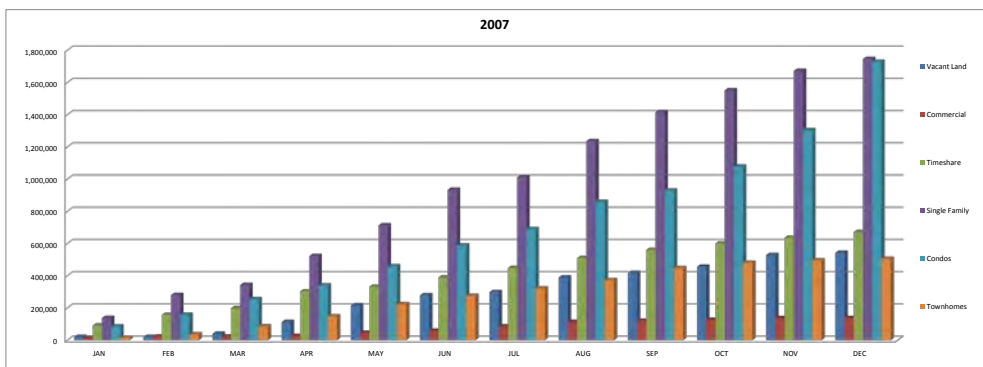
RETT Monthly Collections vs. Churn



YTD Churn Analysis



TOWN OF BRECKENRIDGE REAL ESTATE TRANSFER TAX COLLECTIONS YTD CATEGORIES BY MONTH



TO: TOWN COUNCIL
FROM: CLERK AND FINANCE STAFF
SUBJECT: FUND BALANCE ANALYSIS-NATURAL DISASTER IMPACTS AND CONSIDERATIONS
DATE: FEBRUARY 3, 2012
CC: TIM GAGEN, KATE BONIFACE

This memo summarizes the information we have gathered from a number of sources regarding impacts on revenues and expenditures as a result of wildfires.

We spoke to the Finance Departments of West Yellowstone, MT; Los Alamos, NM; and Ketchum, ID. Despite the enormous fires experienced in Yellowstone National Park in 1988, the town of West Yellowstone reported very little impact due to the timing of the fires and the minimal structural loss. Therefore, this discussion will focus on the impacts noted by Los Alamos and Ketchum.

Summary of Effects on Los Alamos, NM

Per Steven Lynne, finance director in Los Alamos, NM they have had 2 recent wildfires that were devastating to their Town. That their ski area is nowhere near the size or draw of Breckenridge, but he had some very valuable information to consider.

In 2000, the Cerro Grande fire was a result of a “controlled burn” started by the National Forest Service. After such a devastating fire in a mountainous area, erosion and flooding begins to occur at unimaginable levels. He said that this was an ongoing problem and will be for years to come & that water would pour down the mountains after every rain or on any warm day during the winter. The spring melt-off was a huge problem that they were unable to contain within the Town. The largest costs relating to the incident were repairing the streets, which all melted in the fire, and replacing all the culverts in Town after the land bridges were washed away from the flooding. He didn’t know the cost of the street repairs, but said that the culverts alone cost \$20 million. It took 9 years to complete their recovery plan – with most work being done in the first 6 years. They spent \$120 million in recovery costs from this fire. They recovered the full amount from a settlement with the Forest Service, but he noted that a municipality would normally only see 75% of costs, if seeking recovery from FEMA. He noted that it took years to receive the settlement money from the Forest Service. They had \$15 million in reserves, but went through that money immediately.

Effects on revenues were minimal compared to the expense of the fire. Although, he did add that they did not reduce any services. The largest impact on revenues that the Town saw was at their golf course.

The fires affected the town of Los Alamos’ priorities so that they focus on spending money on fire mitigation projects (such as paying to create defensible space, even on private property) vs. adding more money back to their reserves. They maintain reserves at 40% of annual expenses. He suggested that we have even larger reserves, due to our lack of economic diversity/dependence on tourism.

Summary of Effects on Ketchum, ID

Ketchum, Idaho experienced wildfires in 2007 that required evacuation of over 1,000 homes. Their annual General Fund revenues average \$7.3 million over the past three years.

The impacts on Ketchum’s two largest revenue streams can be seen in the below table:

City of Ketchum, Idaho				
Fiscal Year	Sales Tax Revenues	% Change YOY	Property Tax Revenues	% Change YOY
2006-2007	\$2,096,501.75		2,770,076	
2007-2008	\$2,044,660.50	-2.47%	2,926,753	5.66%
2008-2009	\$1,562,274.67	-23.59%	3,029,445	3.51%
2009-2010	\$1,451,069.88	-7.12%	3,117,898	2.92%
2010-2011	\$1,666,555.00	14.85%	3,256,988	4.46%

As you can see, sales tax revenues have not yet recovered to pre-fire levels. Ron LeBlanc was the City Manager of Ketchum, ID during the 2007 wildfires. He provided some general information regarding the impacts.

For purposes of reserves planning, Mr. LeBlanc suggested we look at the busiest three weeks of the summer, and assume we received NO revenue for that time, as well as extremely reduced revenues (no tourists) for the rest of the season. A number of businesses in Ketchum went under after the fire, and the Town experienced decreased tourism for the next two years.

Service levels were not cut despite the decrease in revenues. Ketchum canceled their annual “Wagon Days” event for one year which saved approximately \$70k in expenditures. Other expenditures in the year of the fire increased dramatically for things such as Law Enforcement, Legal Services, and Contracted Community Services. In addition, numerous staff were paid overtime to help with logistics of emergency personnel. In the year after the fire, there were large increases in expenditures for street maintenance and Contracted Community Services.

Water treatment for ash and erosion increased the costs of the Utility department. In addition, the firefighting aircraft used a great deal of the existing surface water in fighting the fires. The Utilities Manager recommended focusing on water storage projects as part of future preparation for possible fire mitigation as well as locating fire hydrants at the far ends of town.

FEMA reimbursed the City of Ketchum for most, but not all of the fire-related expenditures.

TO: BRECKENRIDGE TOWN COUNCIL
FROM: BRIAN WALDES, FINANCIAL SERVICES MANAGER
SUBJECT: FUND BALANCE RESERVES
DATE: 2/6/12
CC: TIM GAGEN, KATE BONIFACE

This memo is to serve as an addendum to the memo of the same title included in the January 24, 2012, work session Council packet. At Council's request, information regarding the permitted/intended uses of the reserves listed below has been added. This new information is in italics.

Please note that this analysis is based on 12/31/2012 budgeted fund balances.

Required Reserves

General Fund

1. TABOR reserve - This reserve is required by Colorado State Law. It is calculated as 3% of projected annual revenue in governmental funds only, with some exclusions. These funds are only available for use under extreme conditions, and even then have complex payback requirements. Essentially, this number serves as our lowest possible fund balance. *TABOR reserve funds can only be used in severe emergencies, such as natural disasters, and as such serves as part of the Town's operations reserve.*
2. Debt reserve - This amount is required to be reserved as part of the G.O. debt agreements held by the Town. This debt will be extinguished in 2013 and, as such, the Town will no longer be required to hold this reserve at that time. *It cannot be used for any other purpose until the debt is extinguished in 2013.*
3. PPA – This amount was required to be held in reserve as part of the Solar Power Purchase Agreement (PPA) signed in 2010. It was put in place as a result of the non-appropriation clause the Town required in the contract as a result of TABOR. Staff is planning on applying this amount to the buyout of the panels in 2016.

Excise Fund

1. Debt reserve – Required as part of the C.O.P. debt issued for the Timberline Childcare and Police facilities. These debt issues are scheduled to be retired in 2027 and 2025 respectively.

Utility (Water) Fund

1. Debt reserve – required as part of the Colorado Water Board Debt, to be extinguished in 2022.

Affordable Housing

1. Dedicated revenue – Refers to the amount of revenue collected directly by the Affordable Housing fund for SCHA Affordable Housing Tax and Impact Fees per ballot question. These revenues must be used for Affordable Housing programs.

Open Space

2. Dedicated revenue – Town open space tax (a portion of sales tax) dedicated to the open space fund. *This amount is required to be used as directed by the original ballot question that established the tax.*

Conservation Trust Fund

1. All revenue for this fund comes from GOCO (lottery proceeds) and is restricted to use for recreation facilities.

Discretionary Reserves

General Fund

1. Medical reserve – The Town’s health insurance plan is self-funded. As such, we maintain a fund balance reserve to meet any potential severe claim(s) and to cover the potential costs of implementing Federal Health Care Reform legislation. *Intended to be in place for expenses above and beyond those budgeted for health care reimbursement costs. Can also be used to ‘cushion’ unanticipated medical cost increases for future budget cycles.*
2. Debt – This amount, in addition to the required reserve for the G.O. debt issues, represents 2 full years of debt service. This reserve will no longer be required as part of the 2013 budget, as the final payment for the G.O. debt will be appropriated as part of that budget. *Similar to required debt reserves, but established by Council. As discussed at January 24 work session, this reserve can be removed by Council as part of the 2013 budget, or before.*
3. Operations Reserve – Represents 3 months operating expenses for the General fund, which is in line with the CGFOA recommendation. Communities typically use anywhere from 3 to 6 months reserve. *Established to offset potential unforeseen severe interruptions to the Town’s main revenue streams, i.e. sales, accommodations and RETT taxes.*

Excise Fund

1. Debt – As in the General fund, Excise fund maintains a discretionary reserve to equal 2 full years of debt payments reserved. In this fund, however, these reserves will persist until 2025 for one COP issue and 2027 for the other. *Similar to required debt reserves, but established by Council.*

Utility Fund

1. *Reserve established to fund Pumpback/ water storage project and major repair/ replacement of existing water treatment plant and main system.*

Special Projects

1. BHA –For the Breckenridge Heritage Alliance’s historic preservation and maintenance reserve. This was set-up as part of the 2012 budget approval process. *Meant to be used as a capital reserve for future BHA projects, including upkeep of existing historical assets and restoration of historical buildings owned by the Town.*

Golf

1. Equipment – Reflects total accumulation of annual allocations for golf cart replacement (5 year cycle). *Planned to be used to offset purchase of new carts in 2014. The remaining fund balance is dedicated to the renovation of the original 18 holes of the course.*

Affordable Housing

2. Affordable Housing – Fund balance amount that is neither dedicated for Child Care nor for current year housing projects. This reserve was established and is being funded currently to close the gap between the SCHAs and Impact Fee revenues and the estimated total cost of the Affordable Housing goal as a whole, an estimated \$45,000,000. *Programmed for use on Affordable Housing.*
3. Childcare – Reserve reflects the amount of transfers into the fund for Childcare over and above program expenses since inception (2007). *Fund balance placed in “Council Policy” column in accordance with Council resolution series 2012 made on January 24, 2012 for funding childcare program.*

Capital, Garage, Information Tech., and Facilities

1. Appropriated – Column reflects balances in funds that are specified in purpose. The Garage Fund balance is appropriated for vehicle maintenance and replacement.
2. *IT fund balance is appropriated for IT hardware and software development and replacement.*
3. *Facilities fund balance is appropriated to fund major repair and replacement of the Town's buildings and facilities.*
4. *Capital fund balance is appropriated to fund Council approved capital improvement projects.*

Town of Breckenridge Fund Balance and Reserves Analysis

	Required Reserves				Discretionary Reserves and Appropriated Amounts										Total	Net
	Projected Net 12/31/12	TABOR	Debt	PPA	Dedicated Revenue	Medical	Debt	Operations Reserve	BHA	Equipment	Aff. Housing	Childcare	Appropriated	Council Policy of 1/24/12		
General Fund	19,596,186	1,009,379	171,212	1,200,000	2,380,591	600,000	1,928,788	4,000,000						6,528,788	10,686,807	
Excise Fund	14,061,369		573,815		573,815		526,185							526,185	12,961,369	
Sub 1					30,703,149										23,648,176	
Capital	2,989,500				-							2,989,500		2,989,500	-	
Special Projects	41,544				-				41,544					41,544	-	
Sub 2					33,734,193										23,648,176	
Utility	7,711,871		37,000		37,000								7,674,871	7,674,871	-	
Golf	1,571,081				-				(198,000)				1,769,081	1,571,081	-	
Sub 3					42,980,145										23,648,176	
Garage Fund	4,555,480				-							4,555,480		4,555,480	-	
Information Tech. Facilities	1,508,919				-							1,508,919		1,508,919	-	
Sub 4					-							1,260,226		1,260,226	-	
Affordable Housing	7,868,331				448,400					4,649,474			2,770,457	7,419,931	-	
Open Space	925,330				925,330									-	-	
Conservation Trust	3,634				3,634									-	-	
Marketing	275,000				-									275,000	-	
TOTAL	62,368,471	1,009,379	782,027	1,200,000	4,368,770	600,000	2,454,973	4,000,000	41,544	(198,000)	4,649,474	10,589,125		34,351,525	23,648,176	
Sub 1	The totals of the General and Excise funds. These are the most accessible funds for the Town, i.e. they have not been earmarked for specific purposes															
Sub 2	This includes the Capital and Special projects fund totals. These funds have been designated for projects by Council, but they are not legally restricted.															
Sub 3	Golf and Utility, the Town's enterprise funds, are included in this total. These funds are also not legally restricted, but do exist in enterprise funds and are designated for specific purposes. The operations and fund balances represented by these funds are funded by user fees.															
Sub 4	The Town's internal service funds are included in this amount. These fund balances represent reserves for ongoing capital replacement expenses and have been accumulated over the years to service all the other funds' operations															
TOTAL	Included in this total are the special revenue funds. Part or all of these fund balances are legally designated for specific purposes and cannot be used for any purpose other than those designated.															
	Budgeted Capital Expenses															
	2012	2013	2014	2015	2016	TOTAL										
Utility	800,000	800,000	800,000	1,100,000	1,177,500	4,677,500										
Golf	252,000	176,000	174,000	180,000	172,000	954,000										
Capital	2,989,500	4,965,000	3,580,000	4,045,000	13,145,000	28,724,500										
NOTES	Capital expenses are budgeted assuming future revenue streams are adequate to fund at the budgeted level. As such, short and long term Capital budgeted amounts are subject to change.															

Memorandum

February 8, 2012

To: Town Council

From: Town Manager's Office

Subj: Top 10 List

At a recent town council meeting, you reviewed your top 10 goals list from the November budget retreat and made some revisions. In addition, you requested that you have a regularly scheduled discussion on the top 10 list at your work sessions, preferably for one meeting per month. Below is the revised list as it stands now, after your revisions, edits, additions, and crossing off accomplishments (don't forget to celebrate!).

- 1) Riverwalk Center – expansion of programming and business model – we had some experiments this past season w/AEG and other types of concerts and events. Continued discussions and work with AEG. Continued discussions and collaborative efforts w/NRO and BMF on scheduling/useage issues.
 - a. Capital expenses for some technical improvements being presented to you for separate discussion at second meeting in February.
- 2) Amusement Tax – revisited at recent council meetings. More discussions w/Ski Area regarding how to work together to attain the goals of what types of infrastructure, including transit improvements, would benefit from a tax. Much debate about the potential of a community grass roots effort to put such a tax question on the ballot. Mayor and Eric Mamula and Tim continue discussions w/Pat Campbell & others about this issue.
- 3) Old Harris Street Bldg (former CMC bldg). Design/development phase for future use as town hall included in proposed CIP. RFP will soon be developed so that staff will begin programming review this summer and present back to council later in summer/early fall.
- 4) Sustainable Breck Biz (formerly “Plastic Bags”) – Staff and members of the business community just had our initial kick-off meeting for Sustainable Breck Biz, which will be summarized for you at a future meeting. Great energy and commitment on the parts of businesses represented in the group, interesting priorities and much more to come on this.
- 5) Summit Stage – Council continues to receive updates from James Phelps and Ti Gagen regarding Summit Stage issues and business. Survey was funded and will be implemented. Equity issue to continue to be on the front burner as discussions evolve.
- 6) Long Term Water Planning – In addition to the ongoing Water Task Force meetings and work regarding potential pump back project, council thought it important to list this as a top 10 item so that other water rights issues and sustainability of current water system continue to be priorities for the future. Critical component of our overall sustainability as a community.

- 7) Traffic Management – Council wanted this included as we continue w/proposed CIP projects (roundabouts) and other planning efforts that relate to in-town traffic management, flow, as well as Highway 9 infrastructure/CDOT and potential I-70 issues, all under one inclusive “umbrella”.
- 8) Fund Balances – Council wanted to clarify the various discretionary and non-discretionary fund balances and ensure clearer understanding and commitment to what those are and how they are considered as part of our overall financial health.

So, the Top 10 list has been whittled down to a new top 8 list because of the accomplishments and completion of 5 other components that have been “crossed off the list”. There was some discussion, but no consensus, about adding the topic of a park at Tiger dredge/F lot property, at least staff notes indicate no consensus on whether or not that was part of the top 10 list. This might be a good opportunity to clarify for staff (and each other)



MEMORANDUM

TO: Town Council

FROM: Chris Neubecker, Current Planning Manager

DATE: January 17, 2012

SUBJECT: Temporary Vendor Carts

On February 22, 2011 the Town Council adopted a one-year moratorium on the issuance of permits for temporary vendor carts to give staff time to research the issues and present recommendations on changes to Policy 36/Temporary Structures. The moratorium was effective March 30, 2011, and expires on March 30, 2012. Staff has completed our research and we have a few threshold questions before we present our recommendations. (Under separate cover elsewhere on this agenda, staff is presenting an ordinance to extend the duration of the moratorium until July 1, 2012 to ensure sufficient time to adopt the new rules before the moratorium expires.)

The last time staff presented this topic to the Council, the Council had the following main concerns about vendor carts:

- Vendor carts should have a higher design standard, and should appear to be more permanent through the use of landscaping, decks, fencing, awnings etc.
- Vendor carts should pay fees (water PIFs, parking, etc.) equitably with restaurants, to create a level playing field.
- Different standards could be allowed for large carts (those that remain in place overnight) vs. small carts (those that are removed each night.)
- Food trucks should be prohibited on public streets, but could be allowed at construction sites outside the Conservation District.

Some of the ideas staff has for addressing these issues include separate design standards for large and small vendor carts, and requiring large carts in the historic district to follow the historic district design standards. There may be some equity issues for requiring payment of a fee in lieu of parking for a temporary use. If the Council allows vendor carts to remain longer than three years, this issue on parking “in lieu” fees may be resolved.

We have the following questions for the Town Council:

- Should large vendor carts be allowed within the historic or conservation districts?
- If allowed, should large vendor carts be required to follow the historic district design standards? (These would essentially look like small shed style buildings, in order to meet the historic district design standards.)

- Should parking or parking fees be required for larger vendor carts? For small vendor carts?
- What review process should be required for new permit applications? (Staff only reviews or Planning Commission review.)

Following Town Council direction on these issues staff will bring back our recommendations for the next meeting. Staff will be available during the work session to answer questions and receive feedback from the Council.



MEMORANDUM

TO: Town Council
FROM: Open Space Staff
DATE: February 14, 2012
SUBJECT: Cucumber Gulch Preserve Conservation Monitoring Program

Summary

Conservation monitoring in Cucumber Gulch Preserve is intended to inform and direct management of this sensitive open space property. The 2011 monitoring program evaluated the overall wetland system health, and highlighted specific management issues of concern in Upper Cucumber Gulch. Staff seeks to summarize these results, outline potential mitigation efforts, and seek initial Council direction regarding the 2012 conservation monitoring program.

Background

Since 2001, the Town has conducted biological and hydrological resource monitoring in Cucumber Gulch Preserve to better understand, and therefore manage, the sensitive fen wetland complex. In 2011, water quality monitoring received additional focus and resources because: 1) Council and BOSAC directed staff to conduct a more thorough wetland and water quality review; and 2) A record snowpack followed by significant runoff and rain events prompted drainage issues throughout the Upper Blue basin. Elevated water flows stressed the overall hydrologic system and exacerbated existing drainage issues (e.g. Sawmill Creek and Coyne Valley Road).

To help structure Town Council's review of these monitoring reports, the water quality information is presented in depth below. Then, a preview of the biodiversity research results (wildlife and vegetation) is also provided. 2012 Cucumber Gulch Preserve monitoring priorities are then outlined and proposed.

a. Water Quality Monitoring

In 2011, Ecometrics and Johnson Environmental Consulting ("Ecometrics") were contracted to provide a holistic wetland health evaluation of Cucumber Gulch Preserve. Ecometrics is a wetland and hydrologic consultant whose expertise is the "[FACWet](#)" assessment of wetland systems, which targets specific stressors affecting wetland health. In addition to the FACWet assessment, Ecometrics was asked to formally delineate wetlands throughout Cucumber Gulch Preserve, and evaluate the existing elements in the Preserve's water quality monitoring program. The intent was to provide an overall wetlands health report, benchmark existing wetland size and distribution, and improve and streamline future monitoring.

Attached, please find a copy of Ecometrics' 2011 monitoring report and a cover memo summarizing the findings. In general, the report indicates the following:

1. Overall, Cucumber Gulch Preserve continues to contain a valuable and productive wetland complex with high functioning water quality and biodiversity values. The Preserve's interior wetlands are intact and functional.
2. Wetlands in Upper Cucumber Gulch below the Peak 8 base area appear to be shrinking in size. This wetland area loss may be related to the drying of beaver ponds and the concentration of water flows in Boreas Creek.
3. The primary issues facing the wetlands in Upper Cucumber Gulch include:
 - Altered sediment budget
 - Altered water source and distribution
 - Loss of beaver
4. Existing threats and stressors on the edge of the Preserve will likely impair interior wetlands over time.
5. Management actions should be immediately evaluated and undertaken to prevent further degradation.
6. The 2012 monitoring program should be refined to inform management objectives related to these results.

Ecometrics contends that many of the stressors in Upper Cucumber Gulch are related to Boreas Creek below the culvert that carries flows from the Peak 8 drainage into Cucumber Gulch Preserve. The Breckenridge Ski Area has hired a consultant to review Ecometrics' report, and brainstorm and evaluate potential management actions to address these concerns. To date, ski area representatives and Town staff have been willing partners in trying to outline and assess strategies to improve management of the Preserve. Potential short and long term solutions include improving riprap structures, directing water laterally to "rewater" drying areas, dredging beaver ponds, facilitating a beaver dam 'starter kit,' and others. Staff will keep BOSAC and Council updated on the ongoing discussions with ski area representatives, who will also be available at the Council work session.

Please read the attached memo from Ecometrics. If you seek additional information, a link for the full report is provided. The Discussion section of the report (pages 57-66) is worthy of particular focus.

b. Wildlife Monitoring

Dr. Christy Carello also provided initial findings for the wildlife and vegetation research in Cucumber Gulch Preserve. These findings are a preview, and are being presented now to provide context for the 2012 monitoring program. Town Council will receive a complete 2011 biodiversity monitoring report at a later date.

In summary, Dr. Carello's initial findings include:

1. There are no notable or significant changes in vegetative special richness, diversity, composition or abundance in the Preserve.
2. Although limited in the interior of the preserve, noxious weeds appear to be expanding on the periphery, generally following recently disturbed areas such as the gondola alignment and the area below the Peak 8 base.
3. Vegetation patterns in Upper Cucumber Gulch have begun to change, consistent with a loss of wetland area.

4. Avian research in Upper Cucumber Gulch suggests a reduction of species diversity, abundance, and richness.
5. Willow reproduction research on maintained and groomed Nordic ski trails suggests that Nordic ski management alters willow reproduction within the area of the groomed ski trails.
6. The willow exclosure study indicates that browsing mammals (e.g. moose and beavers) prefer to browse in unaffected areas, when compared to managed ski trail alignments.
7. Avian research along summer recreational routes indicates no change in abundance between closed and open trails.
8. Trail camera-based research suggests that moose, coyotes and foxes are displaced from trail corridors when a trail experiences significant recreational use. Coyotes and foxes tend to accept a 40 person per day threshold along trails without being displaced.
9. The months of May and June are particularly sensitive for wildlife in the Preserve. Trail and gondola closures until July 1st at the earliest are recommended.

These findings will be more thoroughly discussed at an upcoming Council work session.

c. 2012 Monitoring Program

Based on the findings above, Dr. Carello and Ecometrics have worked with Town staff to draft the 2012 conservation monitoring plan for Cucumber Gulch Preserve. In general, the consultants recommend the following:

1. Thoroughly evaluate the wetland distribution and condition in Upper Cucumber Gulch.
2. Quantify water flows and impacts at Boreas Creek culvert.
3. Quantify sediment loads at Boreas Creek culvert.
4. Monitor channel instability and erosion rates in Boreas Creek.
5. Research beaver health and habitat requirements.
6. Establish wetland habitat photo points.
7. Evaluate and revise current ambient wildlife monitoring program.

The Town is committed to a long-term monitoring program to inform and improve Cucumber Gulch Preserve management. However, this program should also be well-designed and financially sustainable. In 2010, BOSAC and staff evaluated and reprioritized the Cucumber Gulch conservation monitoring program, yielding the 2011 water quality evaluation. The 2011 evaluation provided a holistic assessment of wetland health in the Preserve, identified specific issues of concern, and outlined a more streamlined future monitoring program.

The proposed 2012 monitoring program represents a shift from baseline data gathering toward research of specific known problems. This targeted research approach, and the monitoring program in general, is consistent with the goals and actions outlined in the pending Cucumber Gulch Preserve Management Plan. With the consultants' input, staff recommends:

1. Retaining previously prioritized research elements (e.g. site-specific trail or gondola impacts, weed surveys, some water quality elements, wildlife photo points)
2. Reducing the frequency of some monitoring elements (e.g. general vegetation research, some wildlife-focused studies, some redundant water quality measures).
3. Redirecting research monies towards known problem elements (e.g. weed surveys, channel stability measures, wetland photo plots, beaver health evaluations outlined above).

The goal of this monitoring strategy is to downsize research costs, while targeting specific information that will help staff design and implement solutions to the concerns raised in Ecometrics' and Dr. Carello's reports. Research should effectively inform management of the Preserve, and decline in cost over time. Pending Council direction of research goals, staff will present a research design to match the 2012 budget amount to BOSAC at an upcoming meeting.

Staff requests Town Council consider the proposed 2012 monitoring goals and respond to the following questions:

1. ***Does Town Council support the proposed 2012 monitoring program goals to research issues outlined in Ecometrics' 2011 report and reduce resource allocations for other less relevant monitoring elements previously evaluated?***
2. ***Does Town Council have any additional questions or recommendations regarding the 2012 Cucumber Gulch Preserve monitoring program?***

Memo

To: Scott Reid, Open Space and Trails Planner, Town of Breckenridge

From: Mark Beardsley, EcoMetrics, LLC, and

Dr. Brad Johnson, Johnson Environmental Consulting, LLC

Date: November 14, 2011

Re: Cucumber Gulch Preserve Wetlands Assessment

(The complete report can be accessed [here](#).)

EcoMetrics, LLC and Johnson Environmental Consulting, LLC were contracted by the Town of Breckenridge to map existing wetland boundaries within its Cucumber Gulch Preserve (CGP) and to assess the functional condition, or ecological health, of those wetlands. The study culminated in a report to the Town on October 31, 2011 titled *A Comprehensive Assessment of Wetland Condition in Cucumber Gulch Preserve, Breckenridge, CO*, which contains a full account of our findings and supporting evidence. The study area includes lands owned by the Town of Breckenridge within CGP. To increase the resolution of the evaluation, we divided the area into three individual units: Upper CG, Lower CG, and the Peak 7 Side Slopes.

We mapped the extent of wetlands in CGP according to US Army Corps of Engineers delineation protocol¹ and compared the resulting wetland boundaries to past wetland maps from 1997 and 2007 provided to us by the Town. While our 2011 map is finer resolution, there is otherwise generally good correspondence between the 1997 and 2011 maps. Most of the boundary discrepancies can seemingly be attributed to technological advances, presumed differences in methodology, or mapping and file errors. However, both the 2007 and 2011 wetlands delineations do indicate a very clear pattern of wetland habitat loss in the Upper CG portion of the Preserve near the Peak 8 Base Area. By coarse estimation, these losses may amount to about 2.5 acres, which is about 5% of the total wetland area of the Preserve. The pattern of wetland decline in this area closely follows the drying of beaver ponds and distributary channels as water distribution became concentrated into a single Boreas Creek channel.

¹ Corps delineation protocols are found in: 1987 *Corps of Engineers Wetland Delineation Handbook* and the 2008 *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*.

Our assessment of wetland condition began with the evaluation of existing monitoring information including 25 research reports and raw dataset of 23,152 water quality observations made in and around Cucumber Gulch between 1999 and 2010. We did a comprehensive analysis of the water quality database (which is summarized in the report) and combined this with the findings from existing reports to focus our 2011 field surveys. We then incorporated our own field measurements and observations to complete the assessment according to the FACWet² structure and methodology.

Following FACWet, we compiled a list of ecological stressors affecting the Preserve and evaluated their impact on the nine state variables that drive wetland function. Our report outlines evidence for stressors as well as quantitative and qualitative observations of their impacts to wetland state variables. In general, the interior of the Preserve has been well protected. Nevertheless, the wetland system within it is subject to various ecological stressors – some of them severe – that impair its ability to function to its potential as habitat for the diversity of biota native to the site.

Currently, the majority of stressor-induced impacts are confined to the edges of the Preserve, with peripheral habitats serving as a buffer from surrounding development. Consequently, the interior portions of the Preserve, including most of Lower CG, are largely in good condition and highly functional. Similarly, the conditional status of wetlands in the Peak 7 Side Slopes (SS) area appears to be relatively secure, despite the presence of considerable nearby development. While we acknowledge that the Peak 7 SS wetlands may be sensitive to environmental alterations, their primary water source is tied to deep groundwater that appears to be relatively unaffected by existing up-gradient modifications. The typical habitat on the Peak 7 SS is also much less dependent on the vagaries of beaver activity.

Our assessment of the wetlands in Upper CG, on the other hand, is much less positive. Evidence strongly suggests that a substantial alteration of the wetland's sediment budget and hydrologic regime, coupled with a lack of buffer area due to adjacent developments and the recent loss of a keystone species (the beaver) have reduced the level of wetland functioning to "impaired" or even "non-functional." Aquatic and wetland habitat within Upper CG has been visibly disappearing at a rapid rate.

The extent of this negative impact is capable of penetrating deeper into the Preserve, and available evidence points to real and serious threats to the interior wetlands. The recent rapid collapse of the pond and wetland complex in Upper CG may well be viewed as "the canary in the coal mine" and a harbinger of what may soon happen to down-valley habitats if stressors

² *The Functional Assessment of Colorado Wetlands (FACWet) Method: User Manual Version 2.0.* Colorado Department of Transportation Research Report.

are not effectively managed. In short, the same stressors and mechanisms that caused failure of the Upper CG system are beginning to intrude into Lower CG, which is the largest and most diverse wetland complex in the Preserve.

There are three fundamental issues facing the preservation of Cucumber Gulch wetlands at this time: 1) disruption of the sediment budget, 2) altered water source and distribution, and 3) loss of beaver. The effects of all of the other stressors are minor in comparison to the fundamental importance of these three. From a management perspective, we suggest that the Town would be best suited to direct the bulk of their resources towards addressing these three primary issues.

The causes of sediment and water impairment generally originate outside of the Preserve, and are, therefore, difficult or impossible to manage at the source. Consequently, watershed-scale impacts to sediment and hydrology would probably best be mitigated by creative engineering solutions on the periphery of the Preserve (at the head of Upper CG), and we highly recommend that the Town take this approach to stressor mitigation. Effectively dealing with these first two issues (sediment and water) would also be a primary step towards correcting the third (loss of beavers). The factors driving the recent decline of beaver activity in CGP are not well understood, but we suspect that mitigating impacts to sedimentation and hydrology would be important components to restoring viable beaver habitat in the Preserve.

In addition to the above management prescriptions, we also suggest that this would be an ideal time for the Town to review and update its monitoring strategy for the Preserve. Extensive monitoring over the past decade has effectively defined baseline conditions and trends in many hydrology, water quality, vegetation, and wildlife parameters. The Town could probably scale back much of this ambient monitoring without sacrificing the quality of the information by leveraging the efforts of related studies rather than duplicating them. Large-scale surveys of vegetation and bird populations, for example, could be sampled on a less frequent basis, for instance every 3 years rather than annually, and still effectively track these parameters.

We highly recommend that the Town focus a greater percentage of its monitoring resources towards targeted studies designed to inform specific management objectives. Studies related to quantifying the magnitude of sediment and hydrology impacts would be particularly useful, as would a monitoring program aimed at quantifying the effectiveness of mitigating these problems. Likewise, targeted studies to support beaver restoration efforts would be invaluable at this time.

M E M O

Date: February 7, 2012
To: Town Council - For the February 14, 2012 Worksession
From: Michael Mosher, Planner III, Community Development
Subject: Adoption of the "Handbook of Design Standards for the Transition Character Areas of the Conservation District"

The Town of Breckenridge has one of the largest historic districts in the state. The Town's Historic District conveys the sense of character of the Town during its early phases of development. In the early 1990's the Town contracted with Winter and Company to create design standards to preserve and enhance the district. The "*Handbook of Design Standards for the Historic and Conservation Districts*" was adopted in 1992 and serves as design standards and rules for all development within the Historic and Conservation Districts.

The adopted Character Area Map for the Historic District identifies the surrounding "Conservation District" boundary and the "Transition Areas" boundaries.

- The Conservation District encompasses both the Historic District and Transition Character Areas.
- Transition Character Areas are areas within the Conservation District that lie outside the Historic District and serve as buffers from the impacts of development in newer areas of the community to the Historic District.
- The Historic District is a core area surrounded by the Conservation District and Transition Areas that contains the greatest concentration of historic structures / properties and most clearly conveys the sense of historic character of the Town.

As part of this process in 1992, Winter and Company also drafted the "*Handbook of Design Standards for the Transition Character Areas of the Conservation District*". The main purpose of the Transition Areas is to protect the edges of the Historic District from development that would cause an abrupt change in character, as viewed from within the Historic District. These standards were never completed or codified. Over time, Staff has been loosely using the un-adopted "*Handbook of Design Standards for the Transition Character Areas of the Conservation District*" as guidelines for the few newer developments that have been processed since the standards were drafted.

The major goals of the Transition Area Standards include:

1. Buffer the edges of the Historic District
2. Establish and enhance a sense of neighborhood identity.

In order to accomplish these goals, a variety of design standards are included in the proposed "*Handbook of Design Standards for the Character Areas of the Conservation District*". These design standards focus on the following major topics:

- Preserve historic structures
- Reduce the scale of new buildings adjacent to historic structures
- Mass and scale inside Transition Areas allowed at 13.5 units per acre (50% larger than 9 units per acre in the historic district.)

- Similar roof and building forms
- Pedestrian orientation / orient buildings to the street
- Parking in the rear of structures
- Architecture and materials similar to historic structures
- Maintain historic setbacks
- Similar solid-to-void ratios as historic buildings (a bit more glass allowed in the Transition Areas)
- Use out-buildings to reduce building scale

Several attempts have been made to finalize and adopt these standards, but there were issues with some boundary definitions and architectural character in some areas like the Briar Rose Transition Character Area. (Staff notes that all properties within the Transition Areas see an increase in density and building height compared to the Historic District.)

Over the past year, Planning Staff has presented the Planning Commission with detailed reviews of the individual character areas in the un-adopted *“Handbook of Design Standards for the Transition Character Areas of the Conservation District”*. Similar to the adopted *“Handbook of Design Standards for the Historic and Conservation Districts”*, there are seven separate Character Areas or “Transition Areas” in the standards. (Please see the map included in the handbook.)

Our goal was to review each Transition Character Area individually and then compile the chapters into the final handbook for adoption by the Town Council. The Planning Commission has completed their review, Staff also conducted a public Open House with notice mailed to over three hundred (300) property owners,. A summary of the review process follows.

We began the review process with the Planning Commission on March 2, 2010. At that time, Staff presented the “Overview” portion of the proposed *“Handbook of Design Standards for the Transition Areas of the Conservation District”*. In addition, we reviewed Chapters 4.0 and 5.2 of the *“Handbook of Design Standards for the Historic and Conservation Districts”*, which also relates to the Transition Areas. (Staff notes that Chapters 4.0 and 5.2 of the adopted *“Handbook of Design Standards for the Historic and Conservation Districts”* are the only currently adopted policies addressing both the Historic District and the Conservation District, which includes the Transition Areas. These sections are referenced in the *“Handbook of Design Standards for the Transition Areas of the Conservation District”*.)

During the review process, the Commission suggested renaming the individual Transition Areas as “Transition Character Areas” to match the existing wording in the *“Handbook of Design Standards for the Historic and Conservation District”* and also recommended some minor changes to the definitions of the Conservation District, Transition Areas and Historic District (See handbook).

There are two other changes that will affect *all* of the Transition Character Areas (with the exception of the Briar Rose Transition Area). These include increasing the *above ground density* by 50%, as mentioned above, and increasing the allowed building height.

The maximum height of buildings would increase from the 23-feet to 26-feet (measured to the mean). The exception is the Briar Rose Transition Character area. With larger lots and greater separation from the Historic District, the Briar Rose area would be allowed 5 UPA of above ground density and a maximum overall building height of 35-feet (measured to the ridge).

Increasing the above ground density means that instead of the 9 units per acre (UPA) of above ground density typically recommended in the Historic District, 13.5 UPA of above ground density would be allowed. This greater above ground density was proposed in the drafted Transition Standards in 1992. In practice, the Town has been allowing this additional above ground density of 13.5 units per acre in the Transition Areas even though Chapters 4.0 and 5.2 of the adopted “Handbook of Design Standards for the Historic and Conservation Districts” calls for 9 UPA of above ground density. (Note that even though above ground density would change, the total zoned density would remain the same.)

Other key changes proposed for *Handbook of Design Standards for the Transition Character Areas of the Conservation District*” from the 1992 version are listed below. (There were no significant changes to Transitions Character Areas #9, North Main Transition Character Area and #11, North End Residential Transition Character Area.)

- **#8 - River Park Corridor Transition Character Area**
 - Adjust western boundary of map to align with the west edge of the Blue River.
 - The approved Ski Area Master Plan is sensitive to the river edges.
 - F-Lot can be included at the Town’s discretion.
 - 176.56 SFEs of total remaining density on 7.25 acres (F Lot)
 - 156,600 allowed above ground density @ 13.5 UPA
 - Building height is restricted to 26-feet, measured to the mean.
 - Define visual impacts of parking structures (See handbook for examples).
 - Delete Design Standard #296 regarding wetland protection (the current Town Code has provisions addressing this).
- **#10 - Briar Rose Transition Character Area**
 - Briar Rose is allowed 5 UPA and an overall Building Height of 35 feet. (Pursuant to a change in the Land Use Guidelines approved in 2002 and to the fact that the lots along Briar Rose Lane are much larger with a greater separation from the Historic District. Therefore, 5 UPA is appropriate).
 - Added an illustration to the handbook showing examples of solid-to-void* ratios (*the ratio of opaque wall to window openings on a given building exterior wall).
 - Add some clarifications and descriptions for the Briar Rose Character area.
 - Standards for front yard setbacks for garages were added.
- **#12 - East Side Residential Transition Character Area**
 - No paint necessary for siding in the area; stain shall be allowed.
 - Garages do not have to be placed at rear of lots as previously proposed.
 - Adjust Boundary Map to remove the upper portions of the lots along Gold Flake Terrace.
- **#13 South End Residential Transition Area**
 - Commission agreed to use the adopted boundary map instead of the un-adopted map that included the school property and Carter Park. The adopted map provides sufficient boundary for the Transition Area and the underlying Land Use Guidelines restrict development that would be too large or tall.
 - This Land Use District suggests; Residential Use, 4 units per acre and design with special review.
- **#14 - South Main Transition Character Area**
 - Remove reference to Core Commercial style architecture.
 - Reduce the required size of front and side yards the for residential character.

A Public Open House was held on August 22, 2011 in the Council Chambers. All property owners within the Transition Areas were mailed notice of the Open House. The public turnout consisted of a

total of 6 persons. All attendees interacted with planning staff and a presentation was made describing the concept and process of the Transition Standards.

All attendees were supportive of the proposed character and concept of the Transition Area proposal. One attendee noted an error in the advertised map for the East Side Residential Transition Character Area. This was corrected and a notice was published in the Summit Daily News immediately following. No other changes were needed after the meeting.

The Planning Commission and Staff recommend approval and adoption of the *“Handbook of Design Standards for the Transition Character Areas of the Conservation District”*. The final draft of the booklet is included for your review.

Staff will be available to discuss any concerns and questions at the Worksession.

**HANDBOOK OF DESIGN
STANDARDS
FOR THE TRANSITION CHARACTER AREAS
OF THE CONSERVATION DISTRICT**



**Handbook of Design Standards
for the
Transition Character Areas
of the
Conservation District
Breckenridge, Colorado**

January 2012

Winter & Company
Boulder, Colorado

Community Development Department
Breckenridge, Colorado

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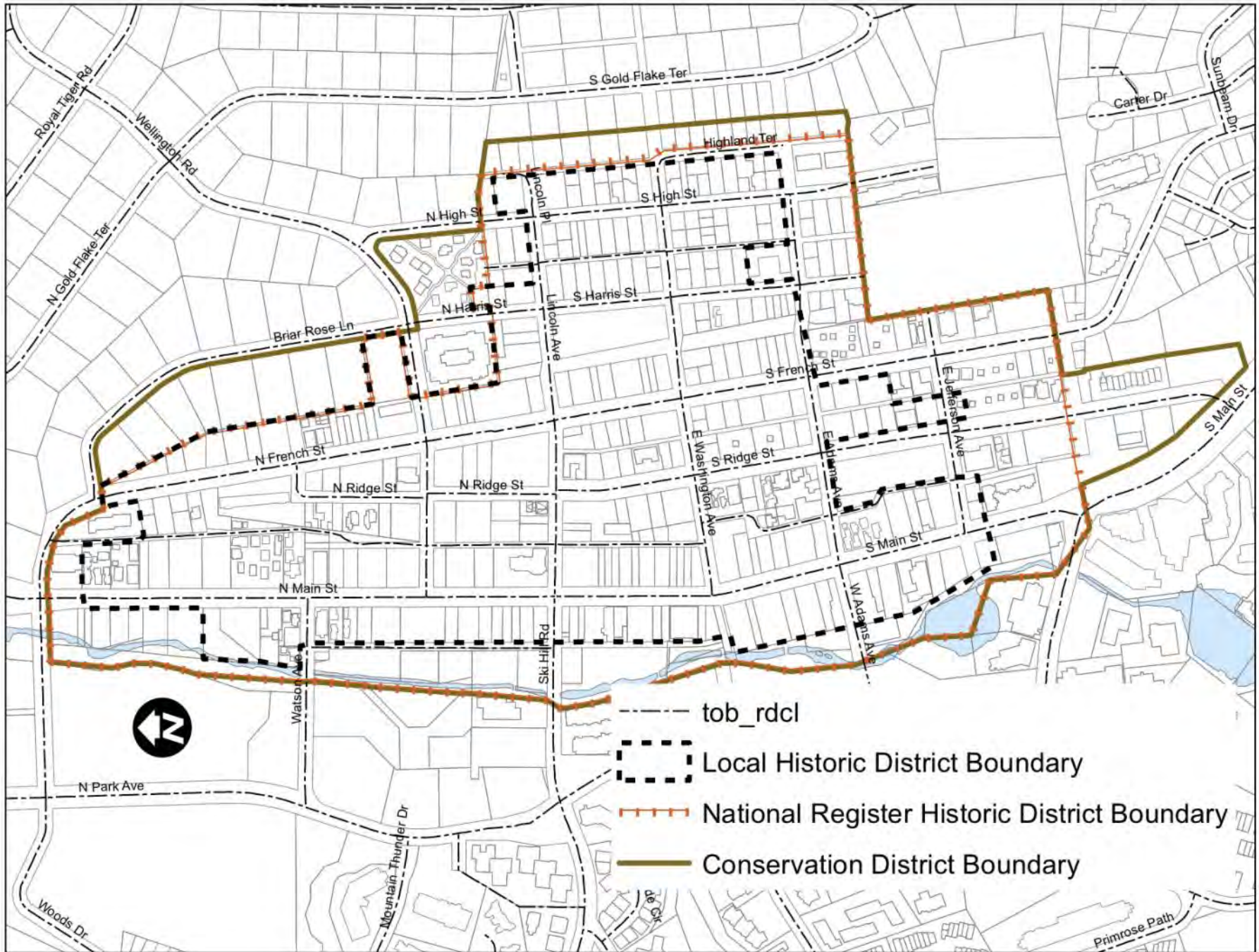
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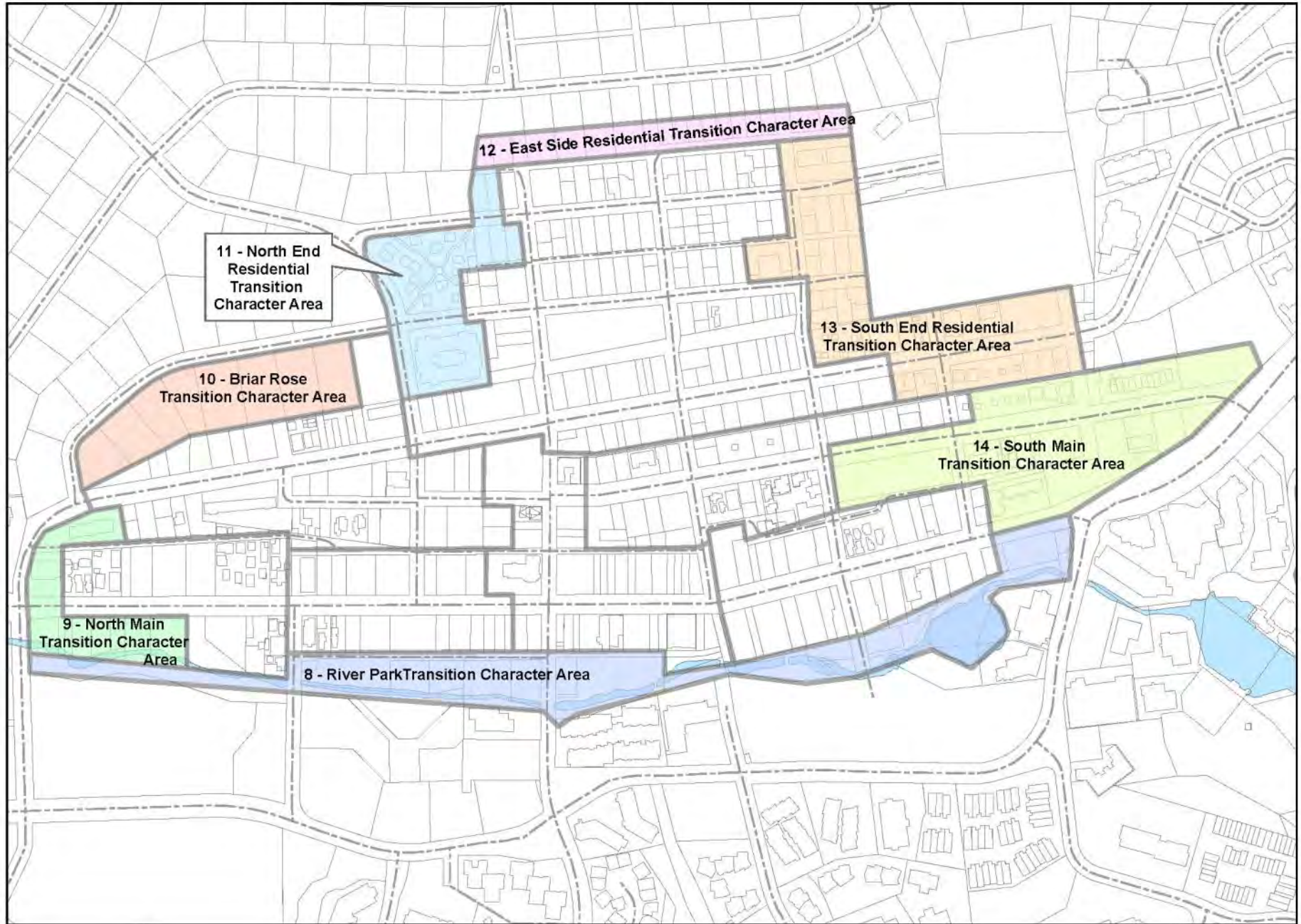
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Note that the General Design Standards in the Town of Breckenridge Handbook of Design Standards for the Historic and Conservation Districts also apply to all properties in the Conservation District.

SPECIAL AREAS MAP



CHARACTER AREAS MAP



Transition Character Area Boundaries

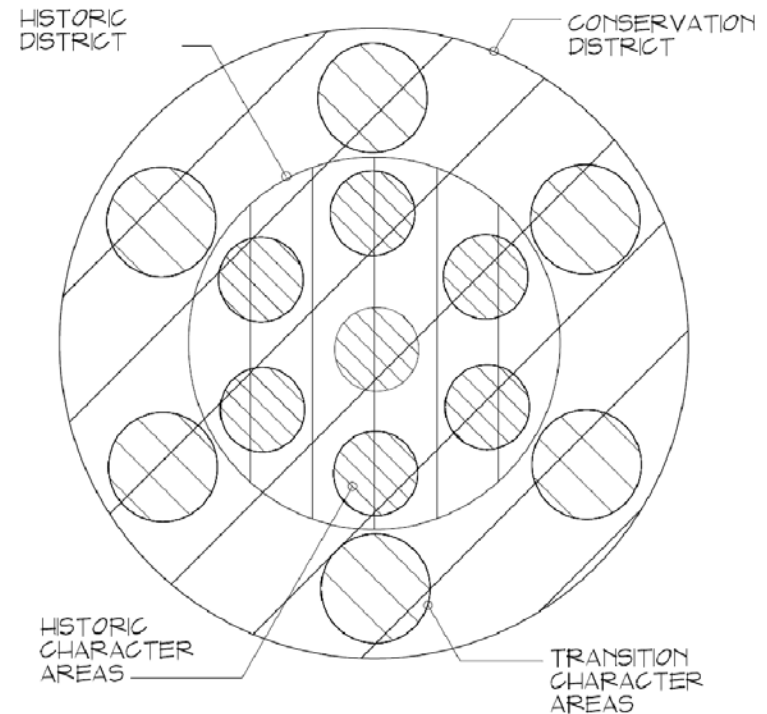


Introduction

The Conservation District is an area surrounding and encompassing the Historic District and Transition Character Areas. The Conservation District has been determined by the community to contain resources of value to the community, together with any adjacent area that may have substantial impact such that design review of new development is deemed necessary. The outer boundary of the Conservation District defines the outer edges of the Transition Character Areas.

Transition Character Areas are areas within the Conservation District that lie *outside* the Historic District and serve as buffers from the impacts of development in newer areas of the community to the Historic District. Development in the Transition Character Areas visually contributes to the traditional character of the core of the community. Within the Transition Areas, there are individual Character Areas that have specific design standards relating to the adjacent Historic Districts.

The Historic District is an area surrounded by the Conservation District and Transition Areas that contains the greatest concentration of historic structures / properties and most clearly conveys the sense of character of the town during its early phases of development. Within the Historic District, there are individual Character Areas that have specific design standards addressing the early phases of development unique to that part of the district.



Overview

The Town of Breckenridge has defined a series of Transition Areas surrounding the Town's Historic District that serve as buffers from the impacts of development in newer areas of the community. Each of these Transition Character Areas exhibits different features that require slight variations in design policies.

Portions of the Transition Areas were once contained in an earlier historic district boundary, but were designated to be Transition Areas in the Conservation District when the historic district boundary was re-drawn in 1991. Other areas, such as portions of Park Avenue, were defined as Transition Areas at that time as well. Traditionally, these areas have been a part of the Town and they bear many similarities with the historic core. But remaining historic buildings only occur as isolated buildings in a few of the Transition Areas.

In general, the Conservation District is an area where the scale and character of buildings is similar to that found in the historic core, but where few historic buildings are actually found. While it is not appropriate to consider the area a historic district, the Town does wish to direct development such that it will contribute to the traditional character of the core of the community. A major concern is that these neighborhoods should have a human scale, enhance livability, and appear to be visually related to the traditional Town core.



Portions of the Transition Character Areas lie to the east and west of the Historic District in Breckenridge. The Historic District lies in the beyond the Transition Character Areas, in the foreground.

Goals for the Transition Areas

The Town holds two primary design goals for the Transition Areas:

Goal 1: To buffer the edges of the Historic District

One purpose of the Transition Areas is to protect the edges of the Historic District from development that would cause an abrupt change in character, as viewed from *within* the Historic District. In this sense, the Transition Areas serve as a transition from the Historic District to outlying areas. By doing so, the integrity of the Historic District will be preserved. A key concern, therefore, is how the edges of the Historic District may be affected by development within the Conservation District. This new development should create a smooth transition from the Historic District to outlying areas. To do so, architecture should have some characteristics that are similar to those seen historically, without directly imitating the historic buildings.

Goal 2: To establish and enhance a sense of neighborhood identity

Another reason for establishing the Transition Areas is to retain a sense of scale and feeling of “neighborhood” such as seen traditionally in the Historic District, in the interest of promoting livability and stability of residential areas. Many of the recent buildings that are located in the Conservation District convey an appealing sense of scale that is especially attractive to pedestrians and may encourage long-term occupancy. Building elements, such as porches, and landscape features, such as front yards, are examples of components of the neighborhoods that give them a sense of identity and pedestrian scale.



One purpose of the Transition Area within the Conservation District is to protect the edges of the Historic District from building that would cause an abrupt change in character or have a negative impact upon the street scene, as viewed from within the Historic District.

Scope of the Design Standards for the Transition Areas

The design standards for the Transition Character Areas within the Conservation District address design at a more general level than those for the Historic District. The mass and scale of buildings are of particular concern, as is the orientation of structures on their sites. Other site design issues are also considered, such as the placement of parking areas. They do not address some of the more detailed aspects of design that are more of a concern in the Historic District.

These standards apply in addition to those in the Town's Development Code and other relevant policy documents. Applicants should carefully consider these other regulations while developing their design concepts. The Development Code uses a scoring system to determine the appropriateness of proposed development projects and as a part of that scoring system, substantial compliance with these design standards is required.

Priority Standards

Some standards have a high priority and, according to Section 9-1-19-5-A of the Development Code, projects *must* meet these standards in order to be considered in "substantial compliance" with the code provisions. These high priority standards have a "P" in a circle adjacent to the guideline statement: **P**

In addition to the design standards contained in this document, all of the "General Design Principles for All Projects," pp 19-26 in the Town's "Handbook of Design Standards for the Historic and Conservation Districts" apply to the entire Conservation District.

Substantial compliance with the remaining non-priority designated policies is required for all developments as well.

Failure to achieve substantial compliance with the non-priority policies will result in negative points being assigned to the application pursuant to Policy 5, Relative, Architectural Compatibility, of the Development Code.



In some cases, a strong sense of neighborhood identity has not yet emerged, and in these areas the objective is to create a sense of neighborhood by promoting the use of design elements that will enhance the streetscape. This is especially true in those areas where a mix of uses is more likely and in new developing areas.

How to Use the Design Standards

The design standards should be used in three ways:

First, when one is considering the purchase of property in the Conservation District, the design standards should be consulted to gain a general sense of the character of design that will be appropriate. In this regard, real estate agents should also advise their clients of the design standards and the influence they may have upon potential development of the property.

A second, and very important consideration, is when a design is being developed for a property in the Conservation District. Property owners are encouraged to engage a professional architect at the outset to develop designs for their properties for these projects. (In most cases, a Colorado State Licensed Architect may be required by Code. See the Department of Community Development for details.) Designers should review the standards in detail and consult with the Community Development Department before proceeding with schematic design and they should refer to individual standards frequently during the design process. The objective should be to meet all of the design standards as possible from the outset.

Finally, the Planning Commission and the Community Development staff will use the design standards to make determinations about the appropriateness of proposed designs prior to review by the Planning Commission and the Town Council. In formal public hearings, the Commission will refer to the standards as a part of its review of submitted designs.

Note:

*Also see: The "Overview" portion of the proposed "Handbook of Design Standards for the Transition Character Areas of the Conservation District" and Chapters 4.0 and 5.2 of the adopted "Handbook of Design Standards for the Historic and Conservation Districts". **

General Standards for the Transition Areas

These standards apply to all projects throughout the Transition Areas

Impact on Historic Structures within the Conservation District

Policy:

Although historic preservation is not an overall objective of the Transition Areas, some individual historic buildings are found within the Transition Areas, and these are considered extremely important resources to the community. These structures, therefore, should be treated with the same level of respect as those found within the Historic District.

Design Standards

P 256. When considering alterations to individual historic buildings in the Conservation District, the design standards for the rehabilitation of historic properties, found in the Town of Breckenridge Handbook of Design Standards, shall apply.

- Also note that, when planning a new building that is adjacent to historic properties, special consideration should be given to minimizing negative impacts on historic structures. Such negative impacts are usually structural, and may include undermining foundations by over-excavating or causing drainage to flow toward historic building foundations.



When considering alterations to individual historic buildings in the Conservation District, the design standards for the rehabilitation of historic properties, found in the Town of Breckenridge Handbook of Design Standards, shall apply.



New buildings should step down in scale along the edges of properties that lie adjacent to smaller historic properties. This side shed helps reduce the perceived scale of this new structure in relation to the adjacent historic structure.

P 257. New buildings should step down in scale along the edges of properties that lie adjacent to smaller historic properties.

- In general, buildings of one and two stories that are similar in height to those seen historically are more appropriate.
- Also locate one-story wings along the edges of properties that abut historic buildings to reduce the perceived sense of building scale.

Impact on Edges of the Historic District

Policy:

While the scale of new buildings that are adjacent to individual historic structures is a concern, the impact of new building upon the edges of the Historic District itself is of special concern.

Design Standard:

P 258. Where new buildings in the Conservation District are to be built near the edge of the Historic District, they should step down in scale to more closely match the scale of historic buildings found within the Historic District.

- In general, building heights should appear to be similar to historic heights when near the edge of the Historic District.
- Building widths also should appear similar to historic widths in such a context.
- If nearby historic buildings are one story in height, then new structures should step down to a similar dimension; if nearby historic buildings are two stories in height, then matching that dimension is appropriate.

Mass and Scale

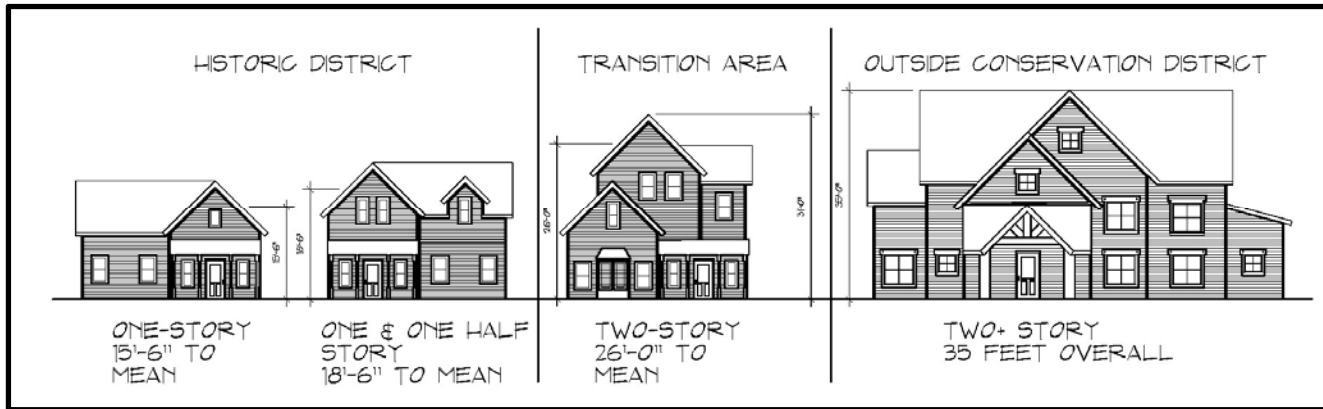
Policy:

In their overall dimensions, new buildings in the Conservation District may be moderately larger than those in the Historic District. It remains important, however, that new building should help to enhance the sense of neighborhood and establish a pedestrian- friendly environment. To do so, buildings and their subordinate components should have a human scale. Any increase in building size, therefore, should be gradual, increasing in scale as development moves farther out from the edge of the Historic District.

Design Standards:

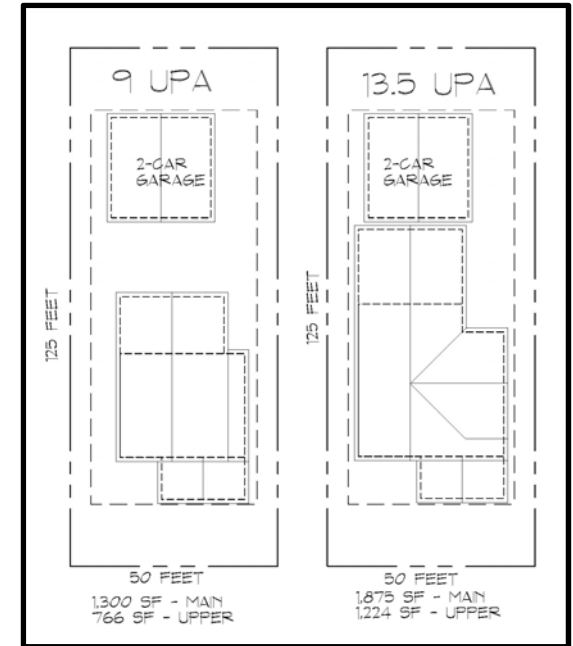
P 259 Buildings should convey a sense of pedestrian scale.

- A building that is composed of a set of smaller masses is preferred in order to reduce the overall perceived mass of the structure.



P 260. Buildings should not be dramatically larger than those found in the neighboring character areas within the Historic District.

- Structures shall appear no more than 50% larger than those found in the neighboring character areas within the Historic District.
- 13.5 UPA (50% more than 9 UPA) represents the maximum allowed above ground density.



Buildings should not be dramatically larger than those found in the historic district.

Roof and Building Forms

Policy:

Historically, buildings had simple forms. Basic rectangular shapes were seen, some in modest combinations in which one form appeared to be the main structure and smaller wings appeared as subordinate additions. New buildings should appear to be similar in form to those found traditionally in Town, in order to establish a sense of visual continuity between new development and the established core. A greater variety in the interpretation of building forms is appropriate in the Transition Area as compared with the Historic District.

Design Standards:

P 261. In residential areas, a gable roof should be the primary roof form in an individual building design.

- Buildings that have a combination of sloping roof forms are encouraged because this configuration will help to reduce the perceived scale of building.
- The use of dormers is encouraged to break up large roof surfaces and thereby reduce their perceived scale.
- Mansard, A-frame, barrel and flat roofs are inappropriate.
- Simple combinations of gable and other roof forms are appropriate.
- A shed roof also is inappropriate as the primary roof form. It may be considered for a subordinate roof element or a secondary structure.
- Mechanical equipment should be hidden; incorporate it into roofs.

P 262. A simple rectangular mass should be the primary building form of a new building.

- Buildings that appear to be an assemblage of a set of rectangular building forms are particularly encouraged.



In residential areas, a gable roof should be the primary roof form.

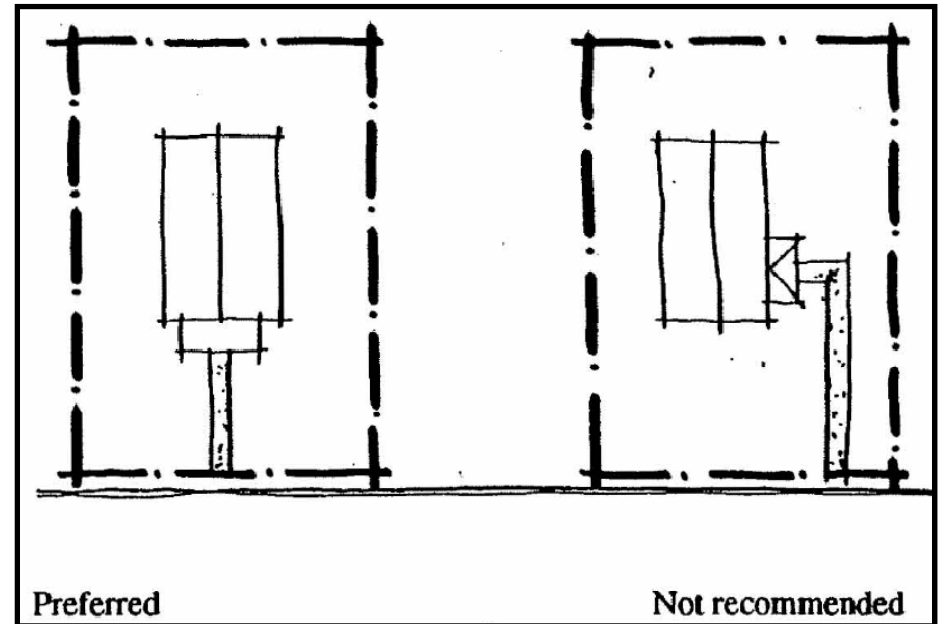
Pedestrian Orientation

Policy:

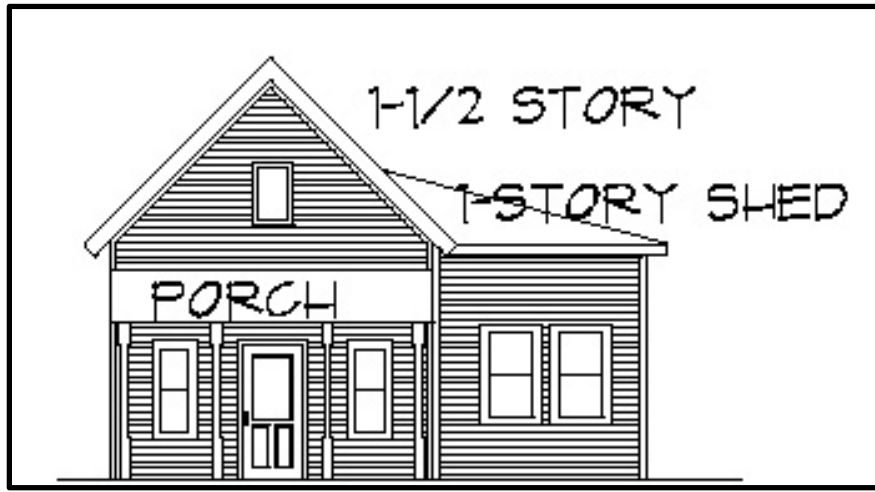
All development within the Conservation District should enhance the streetscape as a pedestrian-oriented experience.

Design Standards:

- P** 263. Orient the primary entrance toward the street or other major pedestrian way.
- This will provide visual interest to pedestrians and help establish a sense of pedestrian scale.
264. Clearly identify primary entrances.
- These should also be oriented to the street or other major pedestrian ways.
 - In residential contexts, provide porches or stoops with projecting roofs to identify entrances.
 - Wood decks are inappropriate at primary entrances.
265. A building's mass should step down in scale as it approaches the street or other major pedestrian ways.
- One-and-a-half story elements facing the street are encouraged in residential contexts.
 - In commercial and mixed-use contexts, two-story elements are encouraged along the edges of major pedestrian ways.



Orient the primary entrance toward the street or other major pedestrian way.



These features help to establish a sense of human scale in this new construction design.

P 266. Incorporate features that help to establish a sense of human scale in new construction.

- Use materials and building components in sizes that are typical of historic buildings in the Historic District. Some typical building materials, when used in sizes seen traditionally, help to establish a sense of human scale. Examples are wood siding (in a lap dimension of no greater than four and one-half (4 1/2) inches), vertical siding or natural stone foundations no taller than 12-inches.
- Windows and doors in sizes typical of historic buildings in the Historic District also help establish a sense of human scale.
- Step down buildings with smaller forms, including shed addition and porches.

Automobiles and Parking

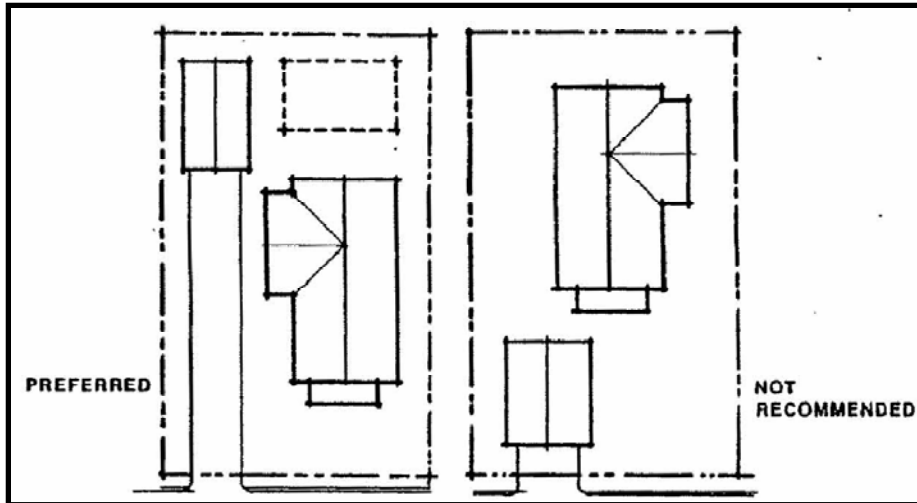
Policy:

The visual impacts of automobiles should be minimized throughout the Conservation District. A particular concern is that garages not dominate the primary façade.

Design Standards:

267. Minimize the visual impacts of garages.

- Avoid locating garages such that they dominate the primary façade.
- Minimize garage door widths. When a garage door will face the street, use single car garages. (Consider parking in tandem.)
- On larger lots, orient garage doors such that they are perpendicular to the street, to minimize their visibility.
- See also individual guidelines for each Transition Character Area in the Conservation District.
- Consider using detached garages to minimize the scale of buildings.



Minimize the visual impacts of garages. Locating a detached garage to the side or rear of a primary structure is preferred.

General Design Standards

268. Minimize the visual impacts of driveways.

- Keep the driveway width to a minimum. The entire front of a property should not be paving materials.
- Locate outdoor parking areas to the side or rear of the primary structure where feasible.
- Use paving materials, textures and colors that are muted and that distinguish driveways from the street. Textured and colored concrete or interlocking pavers are preferred.
- Use landscape elements to screen parking areas where feasible.

Orientation to the Grid

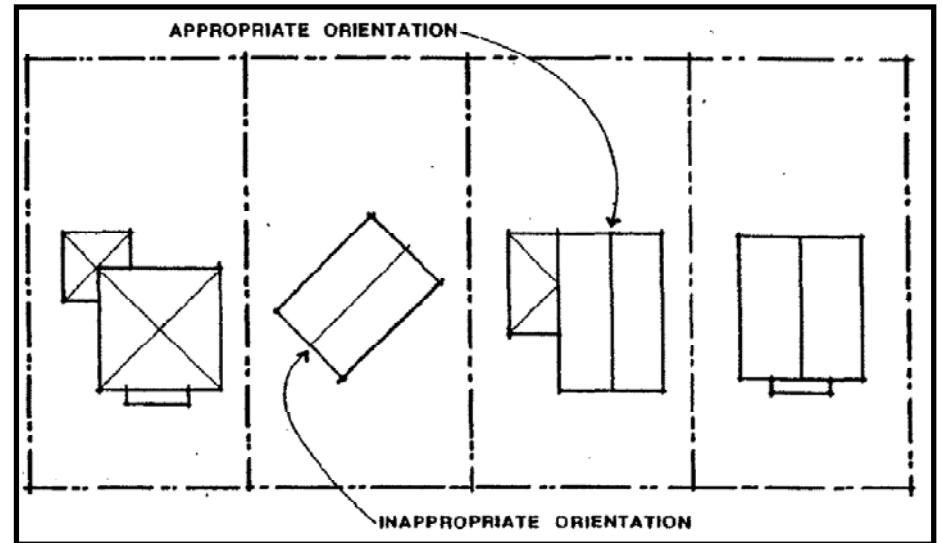
Policy:

In most areas of the Conservation District, the primary axis of a building should be oriented in line with the established Town grid, specifically, in an east-west direction. Greater flexibility in building orientation may be considered, however, on larger, outlying parcels, where an internal focus of the site organization may be considered.

Design Standard:

269. Orient primary structures such that they will align with the established town grid.

- This is especially important east of Main Street.
- In general, the main ridge of a structure should run perpendicular to the street.



Orient primary structures such that they will align with the established town grid.

Building Setbacks

Design Standard:

270. Use building setbacks that are similar to those in comparable neighborhoods.

- In residential neighborhoods, buildings should be set back, with front yards that are similar to those seen on other historic building sites in the area.
- In commercial neighborhoods, storefronts should align at the sidewalk edge, although some variety in setback within a project is appropriate.
- In the River Park Corridor, a variety of set-backs is encouraged, with the objective being that the edges of sites here should be pedestrian-friendly.

Architectural Style

Policy:

Buildings should “relate” in character to those seen traditionally in town, but new buildings should not be identical, stylistically, to those in the Historic District. Greater flexibility in the expression of building styles is appropriate on outlying parcels.

Design Standards:

271. Contemporary interpretations of structures traditionally found in Breckenridge are encouraged in the Transition Character Areas.

- Buildings should be simple in character and consistent in their design.
- Historic imitations are discouraged.

P 272. Exterior split level design styles are not traditional in character and are therefore strongly discouraged in the Conservation District.

- Split level design styles are not appropriate on the primary façade or oriented to the public right-of-way.
- The design style may be used in limited amounts on the back of buildings if it is not visible from a public right-of-way such as the Riverwalk.
- On sloped sites, the front façade shall appear as a full story, starting from near the grade.

Building Materials

Design Standard:

P 272a. Use materials that appear to be the similar to those seen historically.

- Greater variety in materials may be considered in the Transition Character Areas than in the Historic District.

Building Widths

Policy:

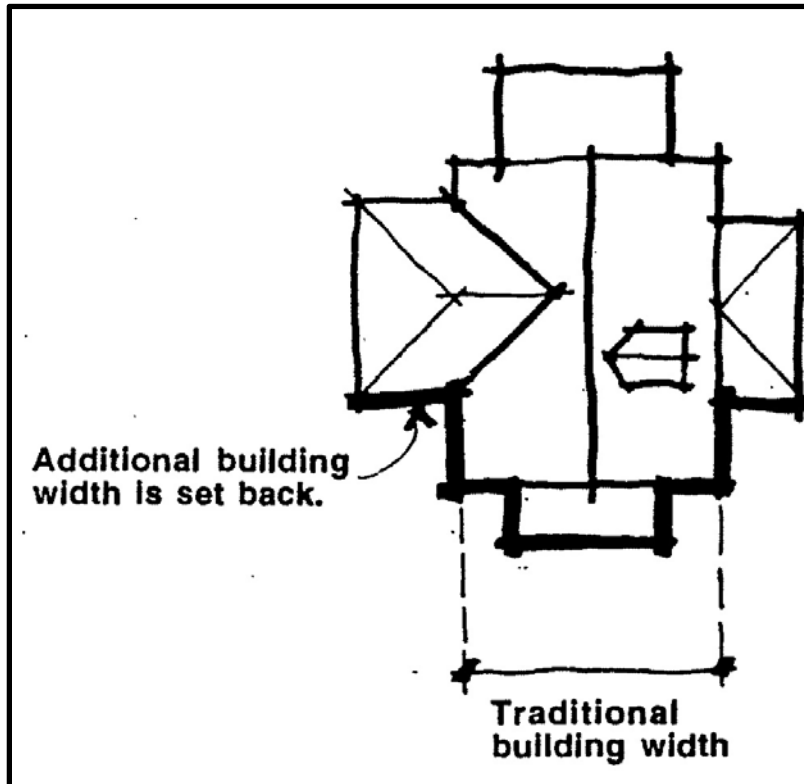
In general, buildings may be wider than those seen in the Historic District, however, the primary façade that faces the street should appear similar in width to those seen traditionally. All façades also should be composed of a series of smaller wall planes that repeat proportions of façades found on historic buildings in the Historic District. Composing a design to be a combination of familiar widths is therefore encouraged.

In predominantly residential neighborhoods, which typically are located on the east side of Main Street, residential building styles are typical. In the commercial neighborhoods, commercial storefronts are typical. These establish the typical façade widths that should be respected in these contexts.

Design Standard:

P 273. Buildings should include components that appear similar in width to buildings seen historically.

- These components may be combined to create overall building widths that exceed those seen historically in similar neighborhoods of Breckenridge, as seen in the adjacent sketch.
- In residential neighborhoods, the primary façade should appear to be similar in width to those seen historically on houses in town.
- In commercial neighborhoods, the primary façade should appear to be similar in width to storefronts seen historically in town.
- In the River Park Corridor Transition Character Area, buildings should include widths that are similar to both residential and commercial buildings that were seen historically in the core of town.



Buildings should include components that appear similar in width to buildings seen traditionally. In this design, the primary façade is similar to widths of buildings seen traditionally. Other portions are set back to reduce the perceived width of the structure.

Solid-to-Void Ratio

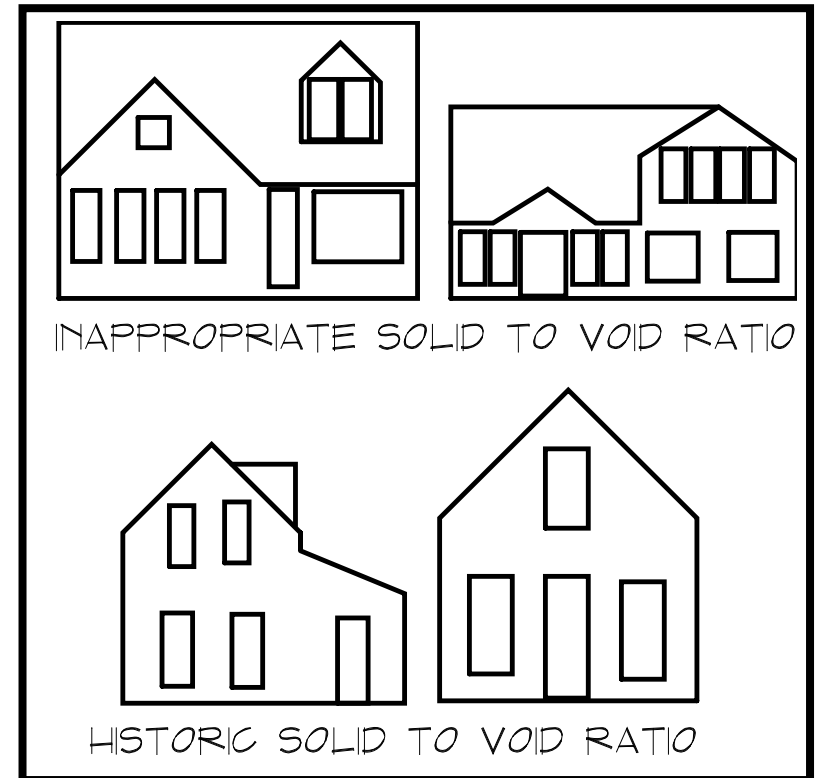
Policy:

Traditionally, most buildings in Breckenridge appeared as solid masses, with smaller openings for doors and windows cut out of the wall planes. Proportionately, the ratio of solid to void was high. This is especially true of residential structures. Storefronts had a higher ratio of glass at the ground level, but upper stories were more like residential ratios with less glass. This relative proportion of solid-to-void should be continued, although with some flexibility, in the Transition Character Areas.

Design Standard:

274. Use a solid-to-void ratio resembling that seen historically in similar neighborhoods.

- In areas abutting the Historic District, and along major pedestrian ways, similarity in the ratio of solid-to-void is appropriate. Greater flexibility is appropriate farther away from the Historic District, and on secondary façades.
- In terms of solid-to-void ratios, Transition Areas that are residential in character should relate to adjacent historic residential neighborhoods and Transition Areas that are commercial in character should relate to adjacent historic commercial neighborhoods.





Use secondary structures in new development whenever feasible.

Outbuildings

Policy:

Although some outbuildings were larger, smaller outbuildings were seen traditionally on most lots in Breckenridge, usually located to the rear of larger primary structures. Barns, storage sheds, and outhouses were typical examples of these structures which served practical functions that were essential to daily life in the community. The scale of the primary structure is established by contrast with these smaller structures. Secondary structures are therefore important features of the Conservation District.

- Using secondary structures will help reduce the perceived scale of the development by subdividing the total floor area into a cluster of smaller structures rather than one large building.

Design Standard:

275. The use of secondary structures in new development is strongly recommended.

- This particularly applies to properties on the east side of the river.
- Consider housing utilitarian functions, such as parking, storage, and waste receptacles in secondary structures.
- Use simple building forms and materials for these structures.
- Consider clustering trash receptacles or other service functions in secondary structures that may be shared among properties.

Utilities

Design Standard:

P 276. Screen mechanical equipment, utility boxes and service areas.

- Use native plant materials or create screen walls with natural rock or wood. Consider locating utilities in “secondary structures.” Locate mechanical equipment in secondary structures or in roof forms.

#8. River Park Corridor Transition Character Area

The River Park Corridor Transition Character Area lies along the western edge of the Breckenridge Historic District. It extends from North French Street to South Park Avenue along the west edges of the properties of the Historic and Transition Areas to the Blue River. Its eastern boundary lies along the rear property lines of lots on the west side of Main Street, while the western boundary is the west edges of the Blue River or adjacent property lines.

Historic photographs of this area show many more secondary structures and outbuildings than exist today. These effectively "stepped down" the scale of buildings from Main Street to the river. A few residential structures were also seen, along with a collection of larger, industrial type buildings. Presently, there are a few non-historic structures, some newer structures and parking areas along this Transition Character Area.

The River Park Corridor Transition Character Area is included within the Downtown Overlay District. Therefore, there may be potential for small commercial projects on the east side of the river, along with parking lots, outdoor dining terraces and mini-parks. The following guidelines apply to all projects, both public and private.

The River Park Corridor Transition Character Area should serve as a visual transition, from the historic district on the east, to new developing areas on the west. This is a very sensitive area and because of its relationship to the river, the Historic District and the mountain backdrop, development should respond in a balanced fashion to the influences of all these factors.



The River Park Corridor is moderately developed at present.





The Blue River is a potential major amenity for the Town, and development here should enhance its character.

The Blue River is a major amenity for the Town, and development here should enhance its character. Historically, the river was radically altered as a part of dredge boat extraction activity. A present goal is to re-establish a more "natural" character to the river, including enhanced wildlife habitat and recreational amenities for the public.

Pedestrian and bicycle trails exist in some areas adjacent to the river. All development should facilitate optimum performance of these routes and plan connections along the entire length of this Transition Character Area. A major objective is to create a visually interesting experience along the entire length of the river in the downtown area, for users along the river as well as for those viewing the river at a distance. The river should become more effectively integrated into the community as a recreational and visual amenity as well as a circulation corridor. All development should reinforce these objectives.

Where feasible, development should appear integral to the landscape, but practically speaking, the scale of any building that will occur will significantly affect the visual character of the area. Architectural designs therefore should also contribute to a sense of visual continuity for the area by expressing a uniform palette of materials and finishes and through similarity of building siting and scale.

Any improvements to the publicly owned parcels should be designed to complement the character, design features and materials of the existing public improvements that already occur in the southern half of this Character Area.

The basic design policies for the River Park Corridor Transition Character Area which are presented below, along with the associated design standards, are intended to help accomplish this vision.



Buildings in the background are oriented with the traditional town grid. New development in the River Park Corridor should continue to express the established grid.

Policy:

The Town of Breckenridge has traditionally been perceived as a grid-oriented settlement nestled in the high valley of the Blue River. Although the street grid has idiosyncrasies, it does provide a general sense of visual order as viewed from higher elevations. The result is that the Town has been perceived as an integrated whole. More recent developments on the perimeter of the core have begun to deviate from this grid pattern and in some cases the result is to visually separate these areas from the established downtown. This approach is discouraged in the valley floor, where topography is gentle and does not impose constraints on development.

Design Standard:

277. Continue to express the established town grid in new development.

- Orient buildings on an axis similar to those established in Town and to neighboring historic structures.
- Align roadways or other circulation corridors with the grid where feasible. In most cases, these will be perpendicular to the street.

View Corridors

Policy:

Views of the mountains have dominated the setting of Breckenridge, and are expected to continue to do so, simply because of their overpowering scale; however, some development has obscured important view opportunities from eastern portions of town. This approach is discouraged. Developments that enhance view opportunities should be encouraged.

Views of the Blue River and of historic sites are also important resources that contribute to the distinct identity of Breckenridge and are to be protected and enhanced as well. Since so many view opportunities exist in town, individual view corridors will be identified on a case-by-case basis for individual development projects. The following design standards apply.

Design Standards:

278. Create view opportunities of the river.

- Provide balconies and terraces that offer views to the river.
- Site buildings such that they do not block these view opportunities.
- Avoid creating blank building walls facing onto the river.

279. Enhance views down river.

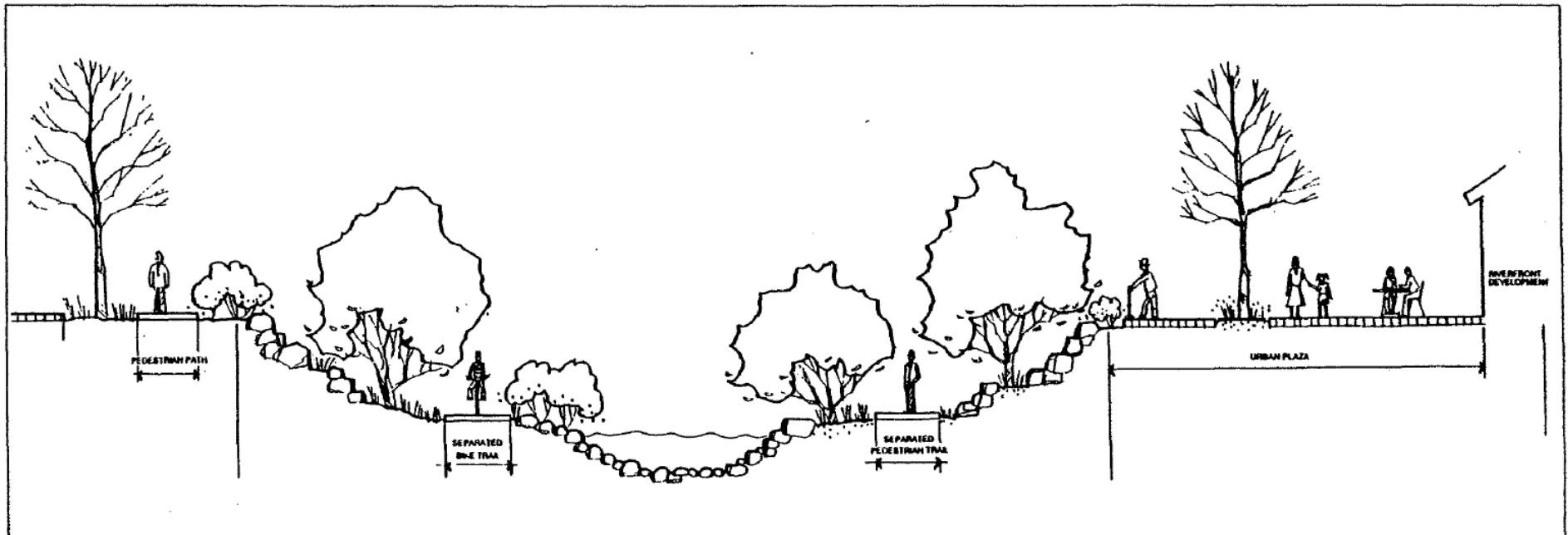
- Provide overlooks where feasible, such as on bridges that allow one to view long stretches of the waterway.
- Bridges are preferred rather than culverts due to their historic use and better views of the river.
- Covered bridges are specifically inappropriate.

280. Enhance view corridors across Town to the mountains.

- Consider views to the east, west and south.
- Frame views with clusters of buildings rather than blocking them with a single mass.
- Use landscape and site design concepts that provide view opportunities as well.

281. Protect and enhance view corridors to historic landmarks.

- The Court House, Carter Museum, and the Barney Ford House are examples.



Orient public areas to the Blue River to “celebrate” this resource.

Building Orientation

Policy:

Historically, lots adjacent to this Character Area and west of the river were a part of town. Today, little evidence remains to express this relationship. As seen from view points on higher slopes, buildings within the corridor should appear to be oriented in a manner similar to those in the historic district (east-west axis for long dimensions).

Design Standards:

282. Orient the long dimension of buildings in an east-west direction wherever feasible.

- Basic rectangular building foot prints that have a directional emphasis are preferred for this reason.

283. On lots abutting cross streets, establish a pedestrian interesting building edge along the street.

- Where feasible, provide pedestrian connections between Main Street and the River Park Corridor.
- Orient building entrances to these cross streets.
- Provide storefronts, porticoes, bay windows, ornamental details and other visually interesting building features to add interest along these side street elevations.
- Also include landscaping along these cross streets.

284. Orient public areas to the Blue River to "celebrate" this resource.

- Where feasible, plazas and court yards should incorporate views and access to the river.
- Orientation of public use areas, lobbies, and balconies to the river is also encouraged.

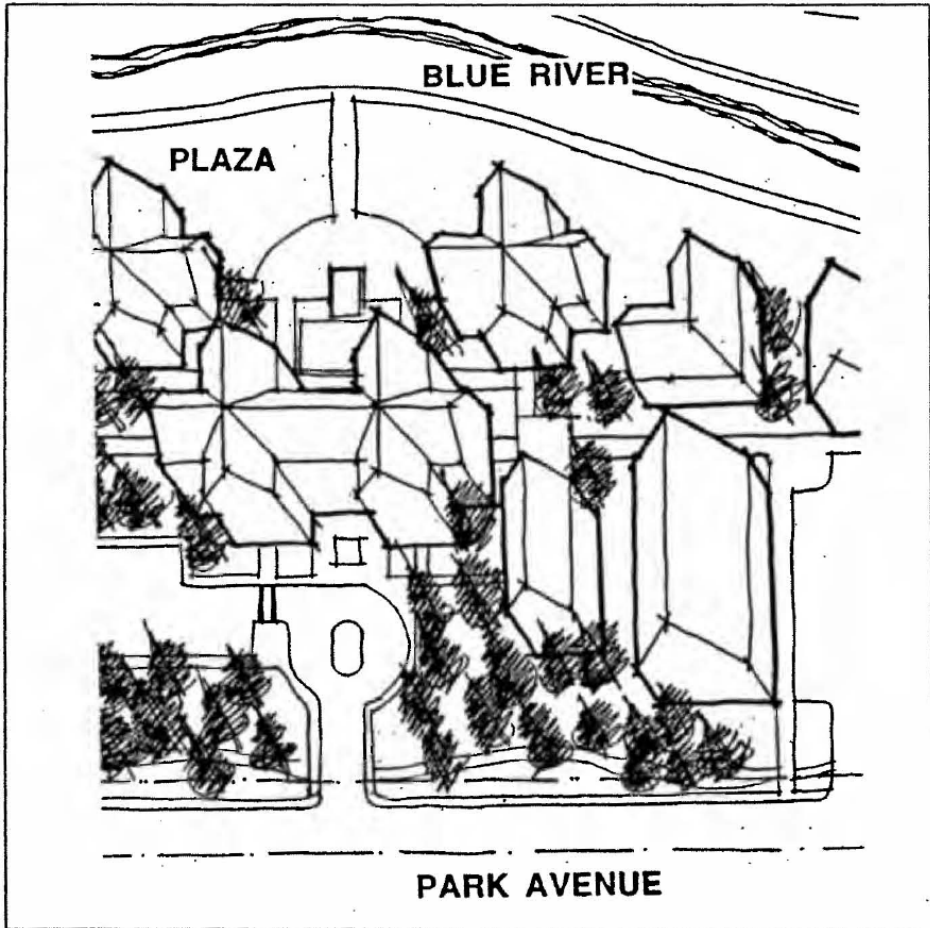
Building Scale

Policy:

For projects abutting the river on the east side, new buildings should appear to be similar in scale to the utilitarian structures found along the back sides of structures on Main Street.

Design Standards:

- P** 285. Divide site functions into separate structures, where physically feasible, in order to reduce the mass of individual buildings.
- Consider creating outbuildings to provide additional storage space or to house special functions, rather than increasing the bulk of the main building.
 - Locate trash compactors and storage areas in sheds, for example.
- P** 286. Subdivide larger buildings into subordinate components such that they will appear to be smaller in scale.
- Organize buildings as a collection of smaller volumes that step down in scale as seen from sidewalks and other pedestrian ways.
 - Break large wall surfaces into smaller areas that are similar in scale to those found historically.
 - Use landscaping to screen larger building masses where necessary.
- P** 287. Locate some project floor area in basements to reduce the perceived mass of buildings.
- This is particularly appropriate where the buildings step down to the river and lower levels can have direct walk-out access to the river walk.



Rectangular building forms and gable roofs are appropriate into River Park

Corridor Transition Character Area. Note that these building also are oriented with many roof ridges in an east-west direction, which is appropriate. A landscape strip buffers the site from Park Avenue.

Building Form

Policy:

Historically, buildings in this part of town had simple forms. Basic rectangular shapes were seen, some in modest combinations in which one form appeared to be the main structure and smaller wings appeared as subordinate additions. New buildings should appear to be similar in form to those found traditionally in town, in order to establish a sense of visual continuity between new development and the established core.

Design Standard:

288. Rectangular building forms are appropriate.

- Buildings that appear to be composed of simple rectangles or combinations of simple rectangles are preferred.
- Avoid "exotic" building forms.

Roof Forms

Policy:

Roof forms are particularly important in Breckenridge because of the topographic conditions, in which structures are viewed from higher elevations. Roof forms should reinforce a sense of visual relatedness between newer developing areas and the established core area. In essence, roofs should be considered a "fifth elevation."

Design Standard:

289. Traditional roof forms are encouraged.

- Gable and hip roofs are appropriate.
- Use flat roofs in limited amounts only and screen them from view.
- Dormers may be considered to add interest to roofs and to help reduce the perceived mass of buildings.
- Shed roofs may be used on secondary masses.

Materials

Policy:

Finished wood was the traditional building material in Breckenridge, although metal, brick (rarely) and stone were also used. (Finished wood usually means painted wood). Materials for new buildings should appear to be similar to those found historically in the river corridor and downtown along Main Street.

Design Standards:

P 290. Use wood as the dominant building materials of a new building.

- Lap siding or logs may be considered for wood finishes. Rough sawn, board-and-batten wood treatments may also be considered.
- Where brick is used, it should be of traditional size and as accent only.
- Complementary design interpretations using these historically compatible materials are encouraged.
- Other materials may be considered for smaller surfaces, such as for accent and trim. Stucco or stone, for example may be considered for foundations, but not as a primary building material.

291. Material finishes should be similar to those found historically in town.

- Painted wood is preferred for primary structures, but rough finished, stained wood may also be considered, especially for secondary buildings.
- Native stone, including river rock, is preferred over imported stone. Rough finishes, either "natural" or ashlar, may be considered. Use of polished stone in large amounts is discouraged.

292. Use building materials that will help to establish a sense of pedestrian scale.

- See also Design Standard #266.

Landscaping

Design Standards:



Along the river, landscape materials should convey a "natural" quality that complements the river image.

- P** 293. Provide a modest landscaped edge along all streets.
- The landscaping should convey a natural mountain landscape.
 - A planted buffer, in which evergreens are dominant, is encouraged where buildings are set back from the street.
 - See also the town's Urban Design Plan.
294. Any landscaping improvements to the publicly owned parcels should be designed to complement the character, design features and materials of the existing public improvements that already occur in the southern half of this Character Area.
295. Along the river, landscape materials should convey a "natural" quality that complements the river image.
- Native materials, including plants, rock, and wood are encouraged.
 - Matte finishes are generally preferred over polished finishes for wood and rock.
 - Avoid extremely "formal" designs that would contrast too strongly with the historic building character or the natural character of the river.

Blue River Edges

Blue River Edges

Policy:

Native vegetation survives in small quantities at isolated areas along the river. These provide habitat for wildlife and they also provide visual clues as to the location of the river. This is especially important because the river channel is well below the street grade and it therefore is not readily visible at a distance. A goal for the river is to increase its visibility to the public, both up close and at a distance. Natural habitats that survive along the Blue River therefore should be protected, and additional natural planting areas should be established. Other design treatments that increase the visibility and access to the river should also be encouraged.

Design Standards:

- P** 296. Protect and enhance wetlands.
 - Avoid impacting existing wetlands.
 - Increase the amount of wetlands where feasible.
 - Where opportunities occur, include construction of new wetlands as buffers to development.
 - Consider developing new wetlands as filtering zones for run-off from paved areas.
 - See also the Town's regulations affecting wetlands.
- P** 297. Orient amenities to the Blue River.
 - Locate plazas, plant beds, and other public spaces toward the river, rather than internal to projects.

- 298. Use predominantly native plantings and materials.
 - Feature native plant materials wherever feasible.
 - Avoid planting schemes that rely mostly on imported plant materials.
 - Include cottonwoods and other native trees near the river to help identify the location of this resource from a distance.
 - Limit the use of exotic plants to building entrances and other “structured” areas around terraces, rather than along natural river edges.

- P** 299. All developments abutting the river shall include completion of the relevant segments of the regional river trails system.
 - The design standards for trails provided in the Downtown Urban Design Plan shall apply.

- 300. Develop river edges as amenities.
 - Use gently sloping banks, stepped walls or terraces to define river edges. Steep retaining walls are inappropriate, in general.

Circulation Systems

Policy:

Breckenridge seeks to establish a balance between modes of circulation, including pedestrians, bicycles, mass transit and private automobiles. New development should help to assure efficiency and continuity of all these modes of circulation in the downtown. A key to achieving this objective is to build more effective routes for pedestrian and bicycle circulation within the River Park Corridor Transition Character Area.

Design Standards:

P 301. Establish continuity of walkways and trails across properties.

- Provide pedestrian access through projects that connect with corresponding routes on abutting properties. These are in addition to those regional trails along the river shown in the downtown plan.
- Provide cross-property easements where necessary.
- Use materials for trail and walkway construction and retaining walls that are similar to those used on adjacent properties to strengthen a sense of continuity.

302. Minimize curb cuts.

- Use shared drives and alleys for site access where feasible.
- This will reduce crossing conflicts between pedestrians and automobiles.

303. Distinguish routes used by differing modes of circulation.

- Vary paving materials to differentiate auto ways, walkways and bicycle trails.
- Also use different lighting designs to differentiate auto ways, walkways and bicycle trails.

304. Design walkways and trails in a “softer” arrangement in the River Park Transition Character Area than in the downtown core.

- Sidewalks that have gentle curves in plan are encouraged.
- Use native landscape materials along walkways.
- See also the Town's Urban Design Plan.

Parking

Policy:

In general, the visual and functional impacts of parking in the area should be minimized, in the interest of enhancing the pedestrian orientation of the area. Because of the densities of development anticipated in this area, structured parking, located under inhabited structures, is encouraged; however, in some circumstances, surface lots are expected to occur. Property owners may also agree to join a parking district and thereby provide for parking off site.

Design Standards:

305. Locate parking areas away from major pedestrian routes.

- Especially avoid placing large paved parking areas adjacent to the river edge.

306. Design the perimeter of parking facilities to be "pedestrian-friendly".

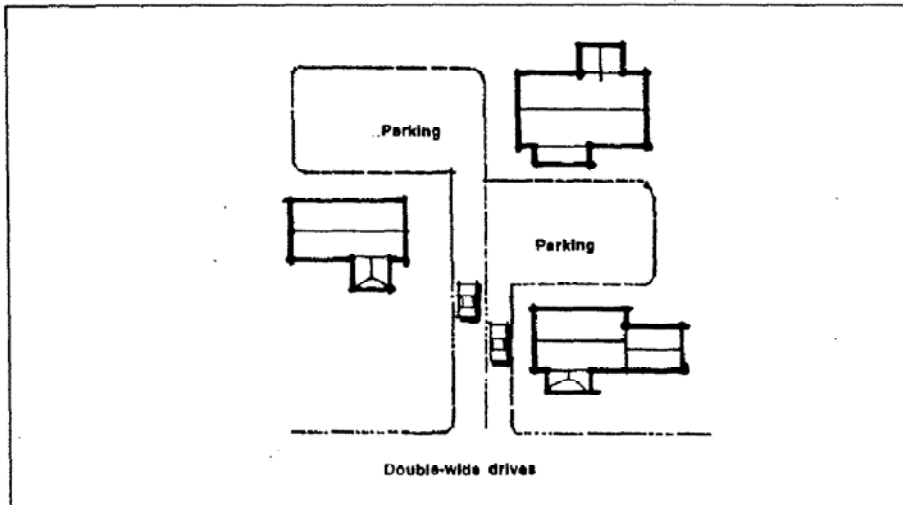
- Provide landscaped buffers around parking lots.
- Provide occupied space, decorative surfaces or landscaping at the ground level of parking structures, to create visual interest for pedestrians.

307. Develop shared access to parking facilities.

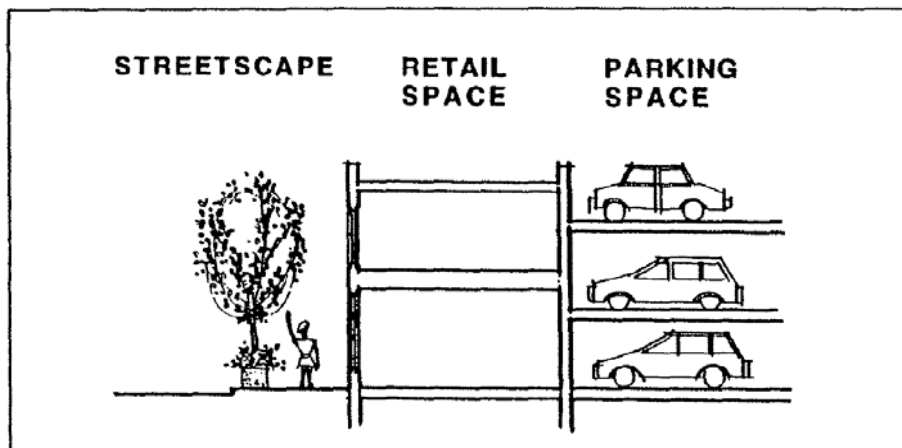
- Minimize curb cuts by sharing driveways between adjoining developments.
- This will help to reduce conflicts with pedestrians where sidewalks cross driveways.
- Provide cross-property easements where necessary.

308. Design structured parking such that levels of parked cars are not exposed to view from major public ways.

- Locate parking areas behind other uses in structures, or screen parking with landscaping.
- Bury parking structures where possible.



Locate parking areas behind other uses in structures, or screen parking with landscaping.



Open Space

Policy:

Private open space should be planned to encourage non-motorized circulation by facilitating pedestrian movement between developments.

Design Standard:

309. Orient plazas and terraces such that they may connect conveniently with similar spaces on abutting properties.

Signs

Policy:

Signs should be subordinate to the setting. These design standards apply in addition to the provisions of the sign code.

Design Standards:

310. Low-scale “monument” type signs are encouraged.

- Locate signs in areas with landscaping.
- See also the Town's Sign Code.

311. *(Omitted)*

#9. North Main Transition Character Area

The North Main Transition Character Area spans Main Street at the intersection of French Street and forms the northern gateway to downtown. Much of the character in this neighborhood is well-established, in that many of the lots are already developed. There are no remaining historic structures in this area. A mixture of newer residential and commercial buildings has been constructed since the 1990's.

The character of development should be similar to that of the North Main Street Residential Area in the Historic District, with the understanding the building may be moderately larger. An architectural character that appears to be that of residences adapted to commercial use is desired.

Building Orientation

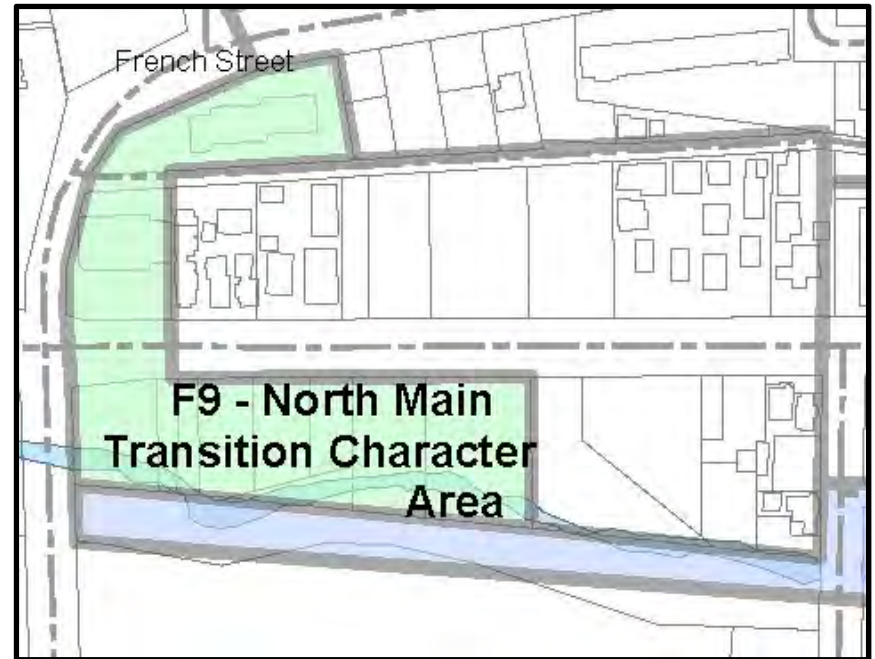
Design Standard:

- P** 312. Buildings should orient to the street.
 - Primary entrances should face the street.
 - Use porches to define building entries.

Building and Roof Forms

Design Standard:

- P** 313 Buildings should have residential forms.
 - The primary roof form should be a gable.
 - They may be a slightly larger scale than seen traditionally.
 - The primary ridge should orient perpendicular to the street.



The North Main Transition Character Area.

Setbacks

Design Standard:

314. Buildings should be set back a distance that is similar to those in the North Main Street Residential Character Area in the Historic District.

Architectural Character

Design Standard:

315. Architectural character should be similar to, without exactly imitating, the North Main Street Residential Character Area.

- The ratio of window to wall should be similar to those of historical residential buildings.

Items generally not as critical

Design Standard:

316. The character of windows, doors and architectural details generally are not as critical in the North Main Transition Character Area.

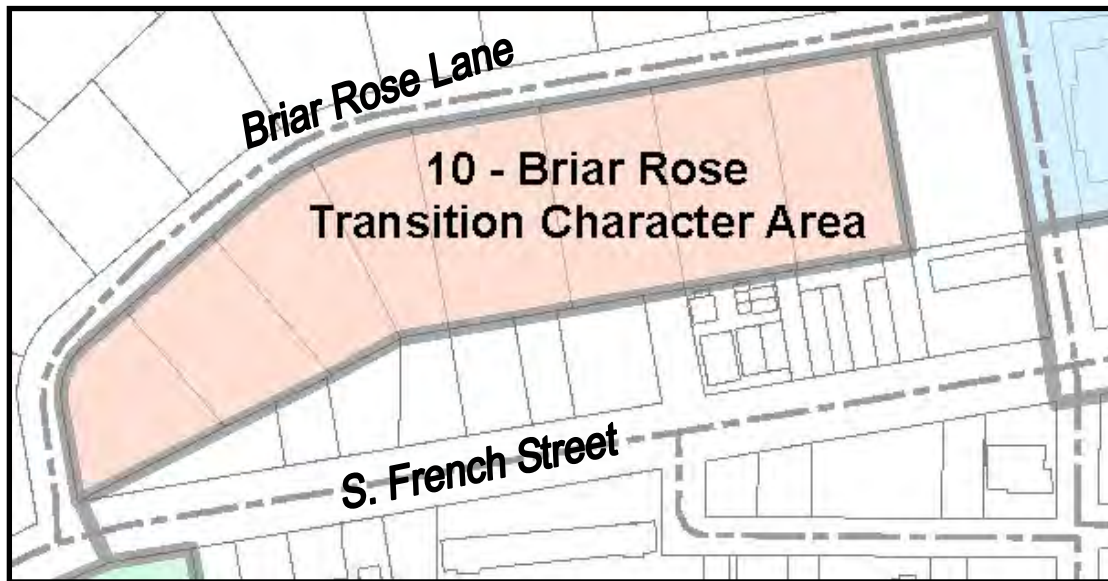
- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.



The North Main Transition Character Area spans Main Street at the intersection of French Street and forms the northern gateway to downtown.

#10. Briar Rose Transition Character Area

The Briar Rose Transition Character Area lies along the west side of Briar Rose Lane, north of Wellington, forming the northeast buffer to the Historic District. The area contains large lots that slope down from the street to the west. Existing structures are large single-family structures, sited facing the Briar Rose Lane. Stained wood siding is the primary building material. Large evergreen trees provide a distinct character. The scale of buildings, as perceived from the west in the Historic District, is a special concern here.



The Briar Rose Transition Character Area

Mass and Scale

Policy:

Building mass is the major concern in the Briar Rose Transition Character Area, especially as seen from the Historic District below. The perception of the scale of single family residences is preferred.

Design Standard:

317. The west facing masses of new development should be smaller and reflect more of the architectural character of the Historic District.

- On west facing façades, create subordinate masses off the primary building mass that step down in scale, use a gable roof forms, and exhibit a generally simpler character.
- Façade widths should be similar to those found in within the Briar Rose neighborhood and be parallel to Briar Rose Lane.
- Greater flexibility for the solid to void ratio is appropriate in this character area since it is farther away from the Historic District.
- Buildings in the Briar Rose Character Area are allowed a maximum 35-foot building height overall (measured to the ridge).
- New development should appear to have a mass and scale similar to neighboring houses.

317a. The rear yard setback of new structures should generally align with the rear yard setbacks of the existing neighboring structures leaving a large back yard abutting the Klack.

- This character area exhibits large back yards with on-grade decks set away from the Klack drainage.



The Klack Placer separates the Briar Rose Transition Character Area from the Historic District, to the left.

Automobiles and Parking

Policy:

The visual impacts of automobiles should be minimized in the Briar Rose Transition Character Neighborhood. A particular concern is that garage doors not dominate the street view.

Design Standard:

318. Minimize the visual impacts of garages.

- A detached garage or a garage with a smaller link, set to the side of the primary structure, is allowed, because it will help reduce mass of the overall development.
- Set garages, with the doors facing Briar Rose Lane, behind the primary façade where feasible.
- If the garage is turned such that the doors are not facing Briar Rose Lane, the garage may be in front of the primary façade.

Items generally not as critical

Design Standard:

319. The character of windows, doors and architectural details generally are not as critical in the Briar Rose Transition Character Area.

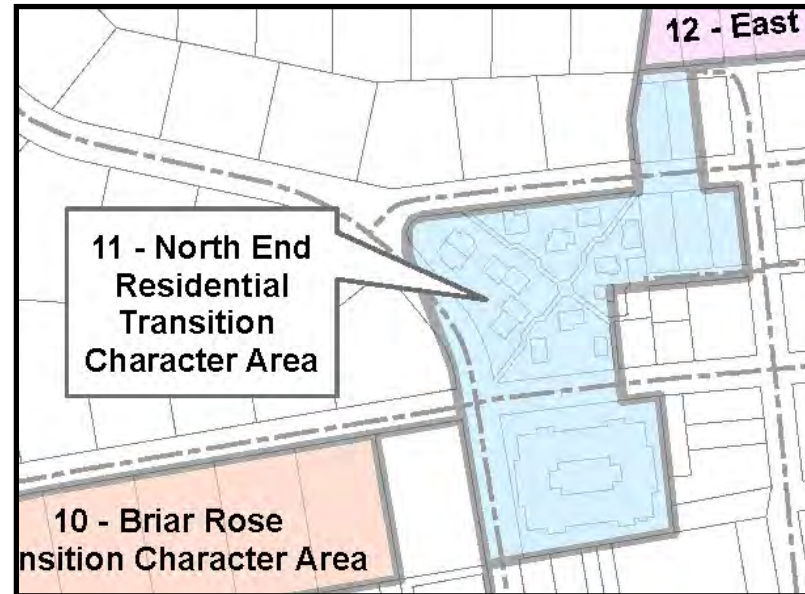
- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.

#11. North End Residential Transition Character Area

The North End Residential Transition Character Area lies at the north end of High and Harris Streets and contains a variety of lot sizes. Much of the character in this neighborhood is well-established, in that many of the lots are already developed. Redevelopment of some of these parcels, however, may certainly occur. Most buildings are single family residences in appearance, and are built of painted wood siding. Most face the street, although some are arranged in planned clusters.

Design Goals for the Character Area

The goal for the North End Residential Transition Character Area is to strengthen the visual association with the traditional town grid and to maintain a character that is primarily single family residential. Although some recent projects have deviated from the traditional grid setting, these do not set a precedent for future building. In fact, any future development should once again re-emphasize the established town grid.



The North End Residential Transition Character Area.

Parking

Policy:

Because some houses are clustered, garage structures may be proposed in this area that would serve several units. Because these structures may appear larger than seen traditionally, they may negatively affect the character of the street, if a large expanse of street frontage is occupied by garage doors and driveways rather than front yards and building entrances.

Design Standards:

320. Minimize the view of parking facilities as seen from the street.

- Where feasible, locate the primary structure at the front of the lot and locate garages and other parking areas to the rear or side of the primary structure.
- A significant portion of the front façade may not be garage, but rather must be composed of traditional residential components, including porches, doors, windows and dormers.
- See also Design Standard 267.

321. Minimize the perceived scale of parking structures.

- Garages should appear subordinate to the primary structure. They should be smaller in scale than primary structures and simple in detail.

Mass & Scale

Policy:

The scale of building in this area is a concern. New development should appear to be the scale of historical single family residences.

Design Standard:

P 322. Use building components similar in scale to those historical homes seen in the Historic District.

- The primary building mass, as well as subordinate wings, dormers and porches, are examples of building components that should be similar.

Items generally not as critical

Design Standard:

323. The character of windows, doors and architectural details generally are not as critical in the North End Transition Character Area.

- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.

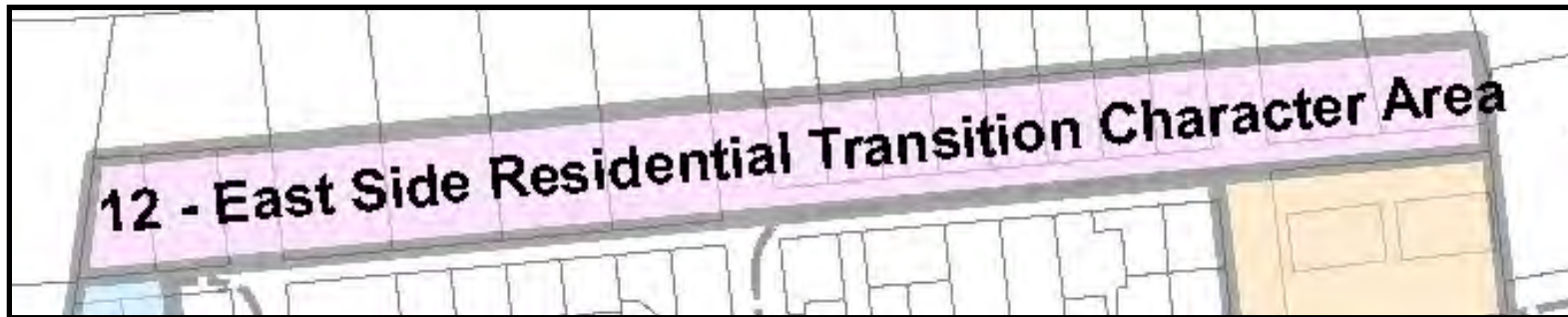
#12. East Side Residential Transition Character Area

The East Side Residential Transition Character Area lies along the west side of Gold Flake Terrace, approximately from Adams Avenue on the south to just beyond Lincoln on the north. The area slopes down steeply to the west and forms the easternmost edge of the Historic District. Many of these lots back up to lots on Highland Terrace. Of particular concern is how development on these parcels is perceived from the lower portion of these lots, the portions visible from the Historic District.

The area is densely built, with single family houses sited on narrow lots. Garages and lower level entries are typical features along Highland Terrace. The backs of the homes on Gold Flake Terrace face this Transition Character Area. This is a sensitive edge to the Historic District, because buildings face the boundary of the Historic District. The scale of building along this edge is therefore particularly important.

Design Goals for the Character Area

The goal for this area is to maintain a scale that is compatible with the Historic District and to enhance the street edge as a pedestrian friendly experience. Because the slopes are so steep, buildings uphill are highly visible. Therefore, their overall mass and scale is a concern.



The East Side Residential Transition Character Area

Building Setbacks

Design Standards:

324. Provide significant side yard setback when feasible.
- With taller buildings in this area, minimum setbacks create a canyon effect, which is to be avoided.

Building Widths

Design Standards:

325. Buildings should be similar in width to those historic homes seen in the adjacent neighborhoods of the Historic District.
- Break the overall mass down into smaller components to reduce its perceived scale.

Mass and Scale

Design Standards:

P 326. Use building components similar to those historic homes seen in the Historic District.

P 327. The building form should follow the slope of the hillside, stepping down in scale.

Architectural Character

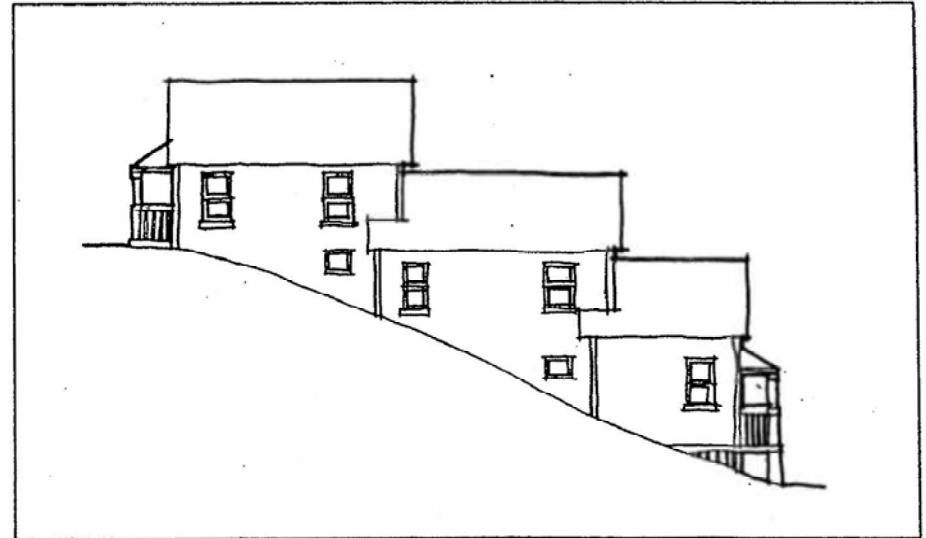
Policy:

The East Side Transition Character Area is a relatively young neighborhood, and this fact should be expressed in the architecture found there. On the other hand, as a transition from the Historic District, there should be a strong sense of association with the Historic District. Buildings, therefore, should appear to have a sense of being visually related to older buildings in the Historic District, while not literally imitating them.

Design Standards:

328. Buildings should exhibit architectural elements that are similar to those found in the Historic District.

- Use windows and doors that are similar in size, shape and proportion to those used historically in Breckenridge. Greater variety in the manner in which the elements are arrayed in the design is appropriate in this area, however.
- Use building materials that are similar to those used historically for residential structures.



The building form should follow the slope of the hillside, stepping down in scale.

Orientation on the Lot



Provide porches to identify primary entrances.

Design Standards:

329. Orient the primary entrance toward the street.

- This will provide visual interest to pedestrians and help establish a sense of pedestrian scale.
- Orient the primary roof ridge perpendicular to the street.
- See also the general standards for building orientation.

330. Provide porches to identify primary entrances.

- These also should be oriented to the street.

Landscaping

Design Standards:

331. Retain a natural alpine forest image in landscaping.

- Preserve trees whenever feasible.
- Use native plants in landscaping.

Parking

Policy:

Because some houses are clustered, garage structures may be proposed in this area that would serve several units. Because these structures may appear larger than seen traditionally, they may negatively affect the character of the street, if a large expanse of street frontage is occupied by garage doors and driveways rather than front yards and building entrances.

Design Standards:

332. Minimize the view of parking facilities as seen from the street.

- A significant portion of the front façade may not be garage, but rather must be composed of traditional residential components, including porches, doors, windows and dormers.
- See also Design Standard #267 (Minimize the Visual Impacts of Garages).

333. Minimize the perceived scale of parking structures.

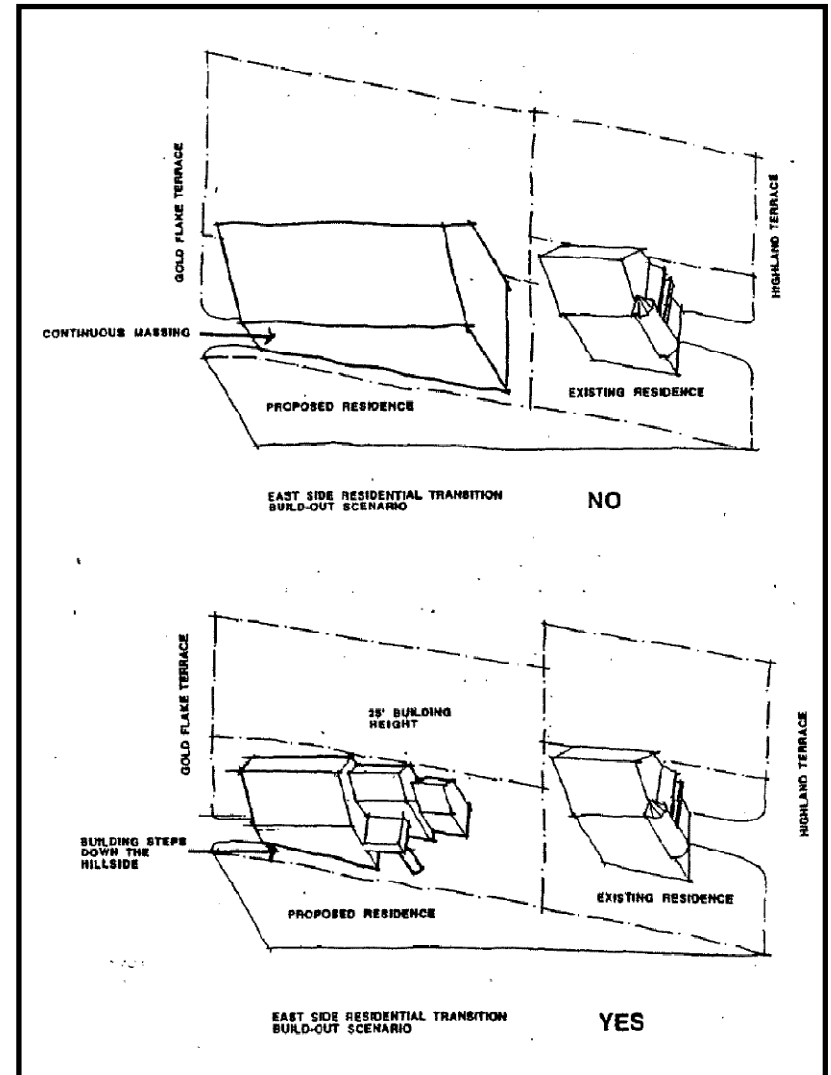
- Garages should appear subordinate to the primary structure. They should be smaller in scale than primary structures and simple in detail.

Items generally not as critical

Design Standard:

334. The character of windows, doors and architectural details generally are not as critical in the East Side Residential Transition Character Area.

- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.



As seen from below, buildings should appear similar in mass and scale to historic structures across the street in the Historic District.

#13. South End Residential Transition Character Area

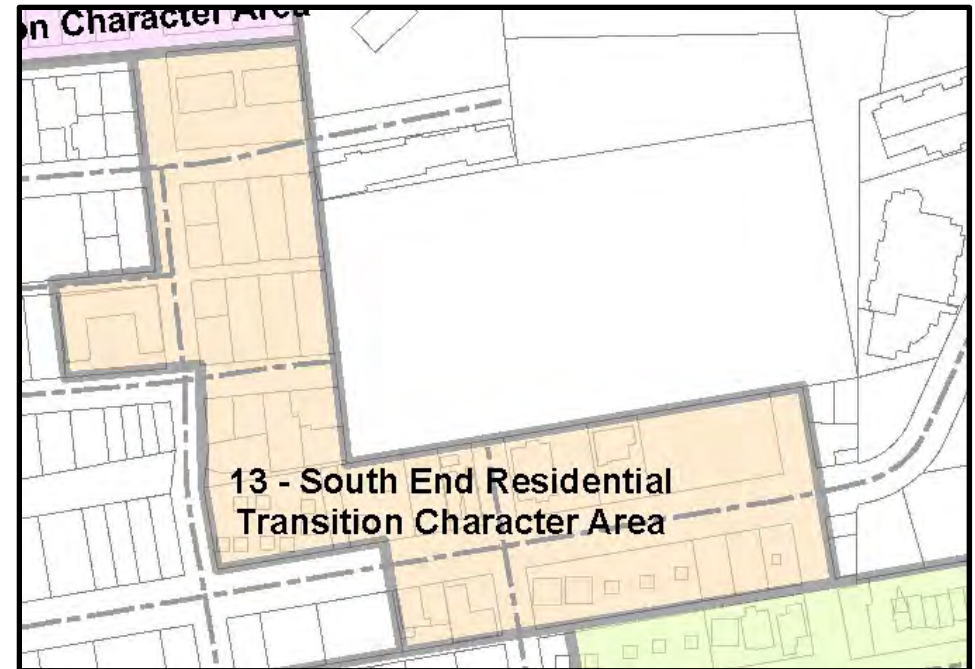
The South End Residential Transition Character Area lies along the southern edge of the Historic District, ranging from Highland Terrace on the east to Ridge Street on the west. A southern portion extends below Madison Avenue on Ridge Street. This area was historically part of the early Town of Breckenridge, although it has been sparsely developed until recent years.

Design Goals for the Character Area

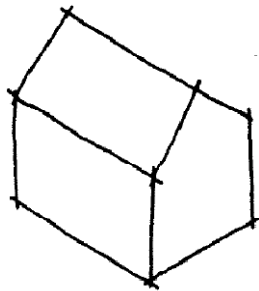
The design goal for this area is to reverse the trend toward large, massive structures and instead promote the development of buildings that are more in scale with the historic residential core. Strengthening of the character of the street is also desired, in terms of making it more attractive to pedestrians. The development of front yards and creation of a clear definition of the street edge are therefore goals for this area as well.

A particularly distinctive feature is Carter Park, which appears in many early historic photographs. This large open space is an historic feature of the community, which should be preserved. Any future development should retain the image of open space that is found here. The school is also a noteworthy feature, which also contains significant amounts of open space. Should these properties redevelop, it will be important to respect the traditional residential character of the area while also maintaining some open space.

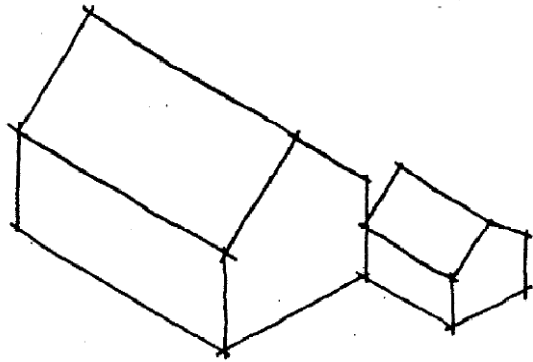
The area also lies along a very sensitive edge of the Historic District, because the scale of new development in recent years has been larger than seen traditionally with the result that the scale of building adjacent to the Historic District changes abruptly in some areas. Future development should more closely relate to the scale of the Historic District.



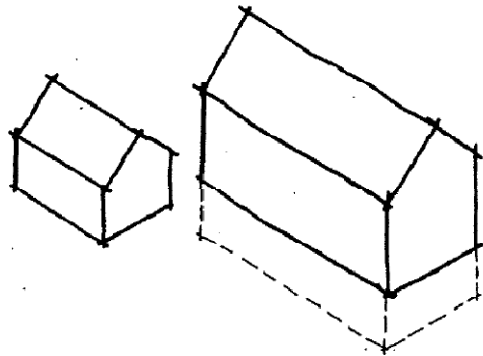
South end Residential Transition Character Area



TRADITIONAL SCALE



MORE MASSIVE SCALE



PREFERRED NEW SCALE

Reduce mass by placing some floor area in basements and secondary structures.

Mass and Scale

Policy:

Single family residential development is preferred in this area and any future development should appear to be similar in scale to single family detached houses found traditionally in Breckenridge.

Design Standard:

335. Along the street edge, buildings should appear similar in mass and scale to historic structures across the street.

- Use building components similar in scale to those seen traditionally on residential structures in the Historic District.
- The primary building mass, as well as its subordinate wings, dormers and porches, are examples of building components that should be similar in scale to those seen on historic residential structures. This is especially important along edges of the Historic District.

Architectural Character

Policy:

The South End Residential Transition Character Area is a relatively young neighborhood, and this fact should be expressed stylistically in the architecture found there in that direct copies of historic buildings should not occur. On the other hand, as a transition from the Historic District, there should be a strong sense of association with the Historic District. Buildings, therefore, should appear to have a sense of being visually related to older buildings in the Historic District, while not literally imitating them.

Design Standards:

- P** 336. Buildings should exhibit architectural elements that are similar to those found on historic homes in the Historic District.
- Use windows and doors that are similar in size, shape and proportion to those used historically in Breckenridge. Greater variety in the manner in which the elements are arrayed in the design is appropriate in this area, however.
 - Use building materials that are similar to those used historically for residential structures. Painted wood siding is the preferred material.

Orientation on the Lot

Design Standards:

337. Orient the primary entrance toward the street.
- This will provide visual interest to pedestrians and help establish a sense of pedestrian scale.
 - Orient the primary roof ridge perpendicular to the street.
 - Also see the general standards for building orientation to the street.
338. Provide porches to identify primary entrances.
These also should be oriented to the street.



Buildings should exhibit architectural elements that are similar to those found in the Historic District.

Automobiles and Parking

Policy:

The visual impacts of automobiles should be minimized in the South End Residential Transition Character Neighborhood. A particular concern is that garages not dominate the street view.

Design Standard:

339. Minimize the visual impacts of garages.

- A detached garage, set to the side or rear of the primary structure, is preferred.
- Set garages behind the primary façade where feasible.
- A significant portion of the front façade may not be garage, but rather must be composed of traditional residential components, including porches, doors, windows and dormers.

Items generally not as critical

Design Standard:

340. The character of windows, doors and architectural details generally are not as critical in the South End Residential Transition Character Area.

- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.

#14. South Main Transition Character Area

The South Main Transition Character Area lies along Main Street, beginning at Adams Avenue and Ridge Street and proceeding south along Main Street to the intersection with Ridge Street and Main Street. This forms the southernmost buffer to the Historic District. Much of the character in this neighborhood is well-established, in that most of the lots are already developed. Redevelopment of some of these parcels, however, may certainly occur. Many buildings are single family residences in appearance, and are built of painted wood siding. Most face the street, although some are arranged in planned clusters. There are several large lots with oversized buildings, out of character with the desired goal for this district.

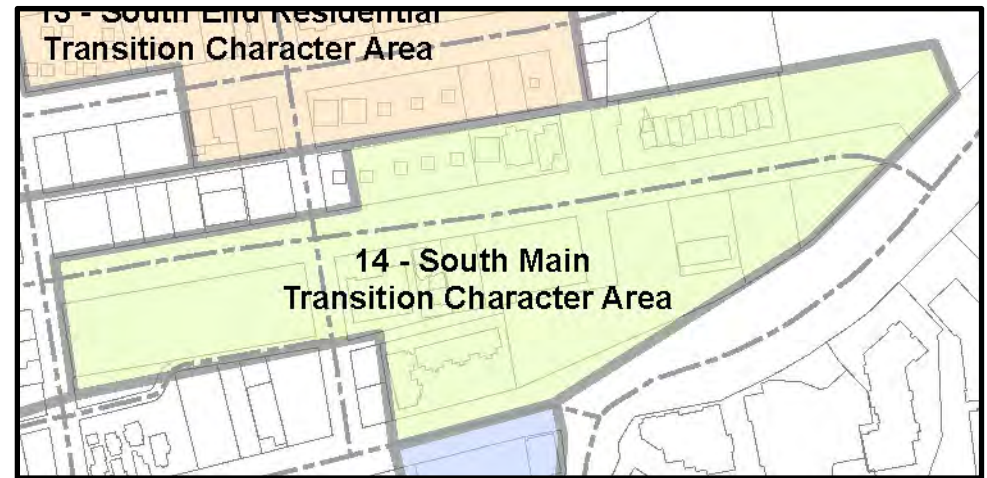
Design Goals for the Character Area

The goal for the South Main Transition Character Area is to strengthen the visual association with the traditional town grid and to maintain a character that is primarily single-family residential. Although some recent projects have deviated from the traditional grid setting, these do not set a precedent for future building. In fact, any future development should once again re-emphasize the established town grid. It is anticipated that both residential and commercial uses will be in this character area. New commercial development should maintain a single family residential character. Future development should also convey the rhythm of the smaller historic lots wherever feasible.

Pedestrian Orientation

Policy:

The South Main Transition Character Area should be predominantly pedestrian-oriented, while also accommodating other modes of circulation.



The South Main Transition Character Area



Use building components similar to those used traditionally on commercial storefront type structures.

Design Standard:

P 341. Enhance the pedestrian-orientation in all commercial development. For development fronting Main Street:

Use these techniques to contribute to a sense of pedestrian scale and provide visual interest:

- Create paths through sites that allow pedestrians to filter onto Main Street from adjoining areas.
- Provide sitting areas and nooks to encourage leisurely enjoyment of the street.
- Create pedestrian-scaled signs that can be read by passers-by.
- Provide interpretive markers that explain the historic and natural resources of the area to pedestrians.
- Sponsor public art installations that add accent to the street.
- Create areas of landscaping using materials that encourage pedestrian use.

Orient building fronts to the street.

Building Fronts

Design Standard:

P 342. Develop building fronts that reinforce the pedestrian-friendly character of the area.

- Avoid large blank wall surfaces that diminish pedestrian interest.
- Split level entries at elevations other than sidewalk grade are inappropriate. Sunken terraces also are inappropriate.

Facade Alignment

Policy:

Because this area is a transition from commercial to residential building types, a variety in building setbacks is appropriate. Development along Main Street should have reduced front and side yards. Buildings along Ridge Street should maintain a small front yard to support the residential character of buildings

Design Standard:

343. Provide a variety in building setbacks.

- Setback areas should be developed as pedestrian amenities, including landscaped seating areas.

Building Form

Building forms should be similar to traditional residential buildings, in order to extend the perception the residential character of the South Main Street Residential Character Area to the north.

Design Standards:

344. Use building forms similar to traditional single-family residential structures.

345. Use gable roof forms is recommended

Include gable roofs in the design.

- Secondary shed elements may be allowed.
- Conceal mechanical equipment in roof forms.



As seen at the street edge, building fronts should reflect the reflect the widths seen traditionally in Town

Building Widths

Design Standard:

346. As seen at the street edge, building fronts should reflect the widths seen traditionally in Town on residential buildings.

- This will help to retain the perceived pattern of historic lot sizes.
- Building widths also should be expressed in roof plan.

Mass and Scale

Design Standard:

347. Buildings also should appear to be similar in scale to those seen historically in the South Main Street Residential Character Area.

- Express the scale of historic building modules with changes in width, material setback, fenestration and details.
- Locate some density in basements to reduce perceived mass.

Landscaping

Policy:

Landscape elements should contribute to the visual continuity of the area by repeating similar materials along the street. The overall image of landscaping along Main Street should be more "urban" similar to the South Main Street Residential Character Area. Properties along Ridge Street should provide front yards similar to historic residential properties along Ridge Street.

Design Standards:

348. Street plantings in the public right of way shall comply with the Downtown Urban Design Plan.

349. Street plantings within the property line shall comply with the plant and material list defined in the landscaping ordinance.

- Use native plants for large areas of plantings.
- Reserve exotic plantings for limited accents.

Parking

Policy:

In general, the visual and functional impacts of parking should be minimized, in the interest of enhancing the pedestrian orientation of the area. Because of the densities of development anticipated in this area, structured parking, located under inhabited structures, is encouraged; however, in some circumstances, surface lots are expected to occur at the back of the lots.

Design Standards:

350. Design the perimeter of parking facilities to be "pedestrian-friendly."

- Provide landscaped buffers around parking lots.
- Provide occupied space, decorative surfaces or landscaping at the ground level of parking areas, to create visual interest for pedestrians.

351. Design structured parking such that floors of parking cars are not exposed to view from major public ways.

- Locate parking areas behind other uses in structures, or screen parking with landscaping.

Items generally not as critical

Design Standard:

352. The character of windows, doors and architectural details generally are not as critical in the South Main Transition Character Area.

- An exception is when such elements are so configured as to affect the overall scale or character of a building as it relates to other design standards in this document.

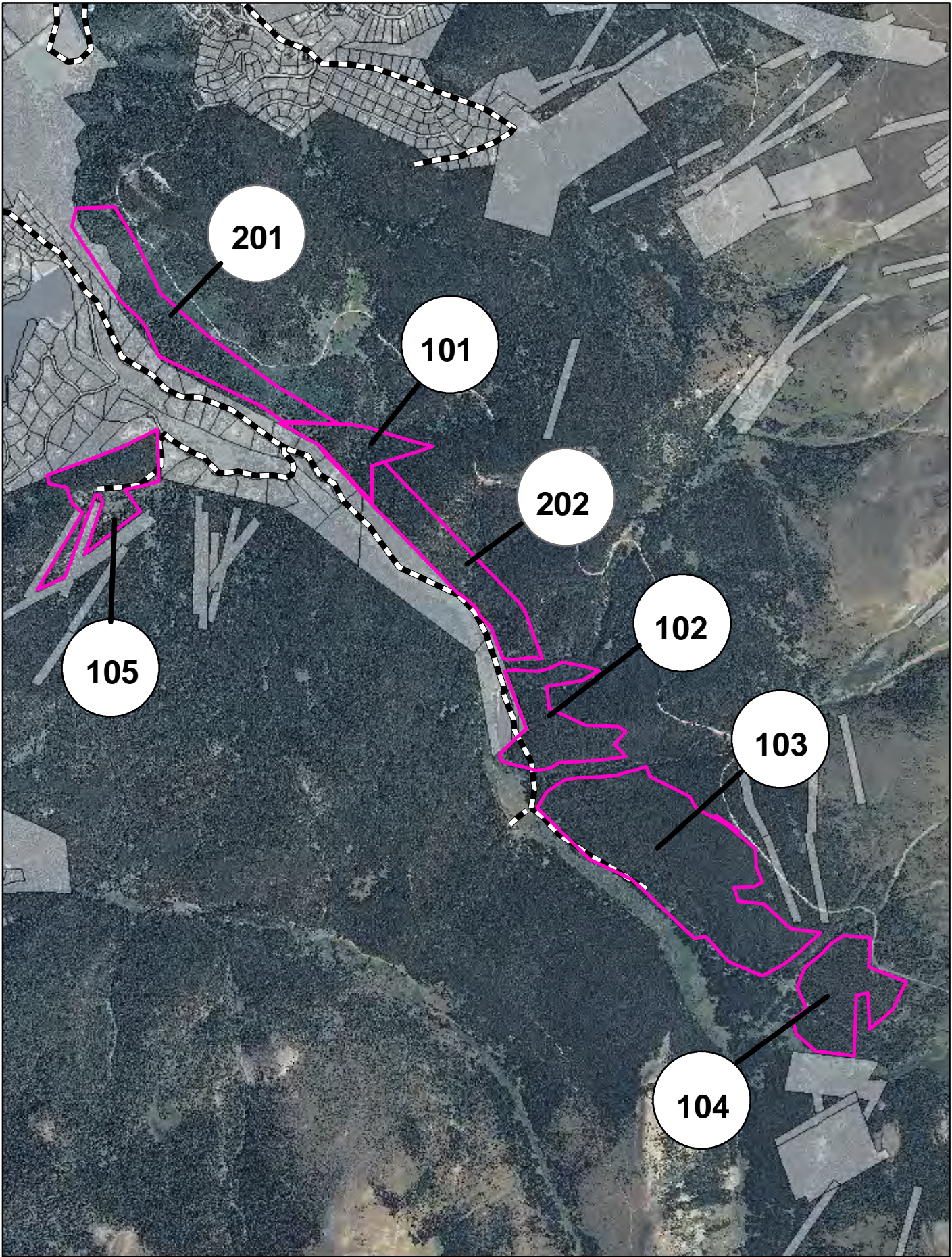
MEMORANDUM

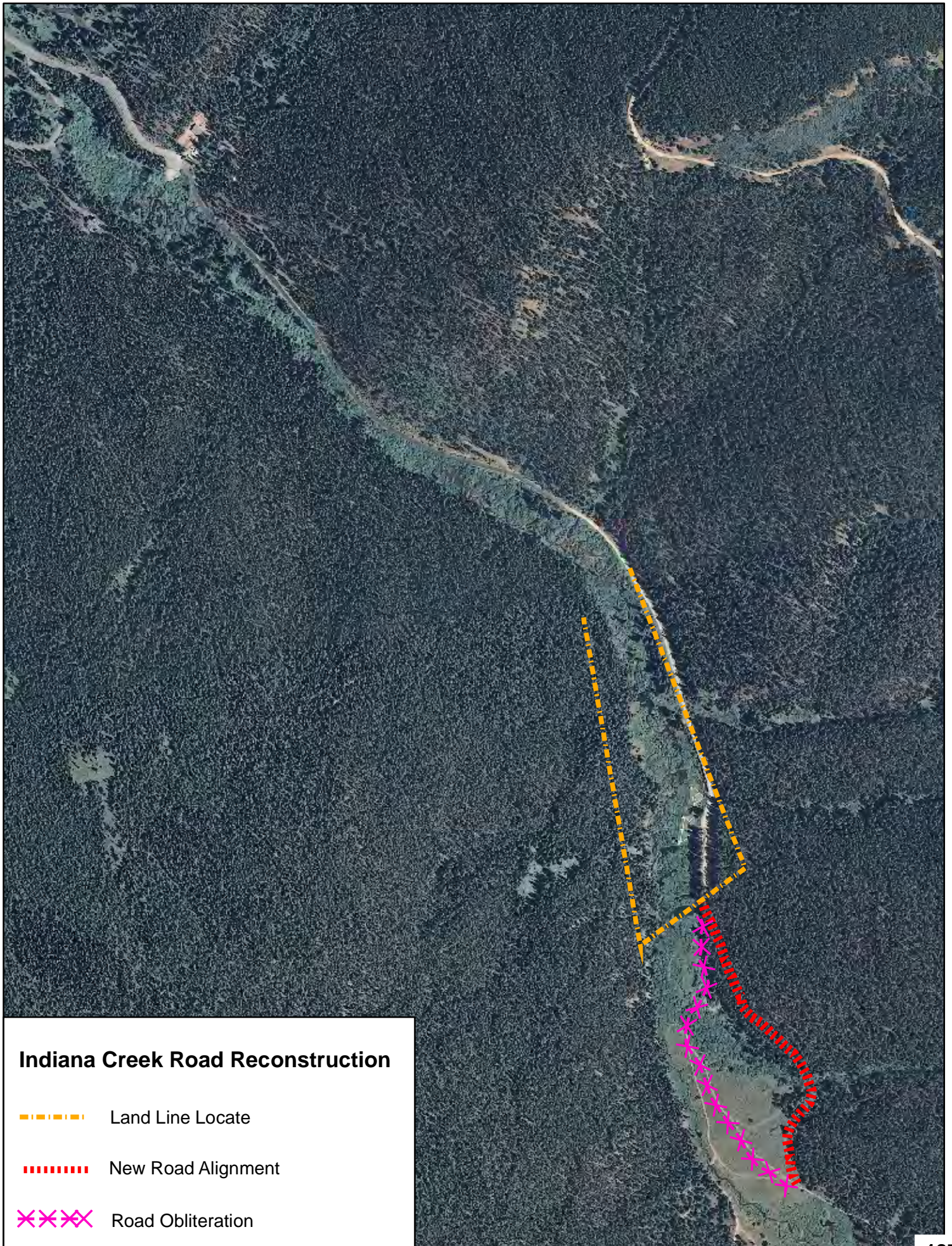
TO: Town Council
FROM: Matt Thompson, AICP
DATE: 1/17/2012
SUBJECT: USFS Breckenridge/Ophir Fuels Program Update

The Forest Service is moving forward with undertaking some forest fuel reduction projects in the Upper Blue Basin that are recommended as part of the USFS Breckenridge/Ophir Fuels Program. This memo is intended to provide an update on progress related to these projects.

- 1. Indiana Creek watershed:** The Forest Service would like to cut 368 acres in the **Indiana Gulch** area, leveraging matching funds from Denver Water. The number of acres will likely be smaller once the project is laid out on the ground. Also, the Forest Service would like to improve and reroute the dirt road out of the wetlands so a wild land fire fighting truck could get in and out of the area safely. The proposed work has already gone through a NEPA process. This cut could help to protect Breckenridge's water supply in the Goose Tarn Pasture. The Forest Service is waiting for a road use agreement with the Spruce Valley Ranch (SVR) home owners' association for access over their paved and private roads through the subdivision. Road reconstruction above SVR and cutting unit layout would possibly take place in 2012, if the USFS can come to terms with the SVR on the road use agreement. Contract to cut units would likely occur in 2013, if road use agreement is reached.
- 2. Dry Gulch:** The Forest Service would like to have this under contract in 2012. This would be a two-year contract to remove **80** acres of trees.
- 3. Peak 7 and Peaks Trail:** 35 acres near the "Green Gate" to the Peaks Trailhead is under contract, and work should begin in 2012.
- 4. Barton Creek (Peak 7 and Red Tail Ranch area):** 160 acres are proposed to be cut between Peak 7 and Red Tail Ranch. This cutting unit needs a road use agreement prior to starting.
- 5. Ophir Mountain and County Commons:** 500 acres are proposed to be cut in the Ophir Mountain/County Commons area. This project should be laid out and under contract in 2012.
- 6. Highlands Stewardship Project:** Approximately 420 acres are proposed to be cut, but the acreage will likely change once the project is totally laid out on the ground. The Forest Service is in the process of laying out the cut and still needs to cruise the property and get it under contract.

Staff will be available at the meeting to answer any questions the Council may have related to the fuels reduction projects.





Indiana Creek Road Reconstruction

- Land Line Locate
- New Road Alignment
- XXXXX Road Obliteration

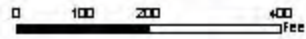


Peak 7 South Stewardship

T.6S, R78W, Sections 25 and 36
Dillon Ranger District
Summit County, Colorado

Silviculture Prescription:
Clearcut with Leave Trees

Scale:
1:3,500



Legend

- | | |
|-------------------|---------------|
| Unit Boundary | Landing |
| Exclusion | Skid Route |
| PI - Powerline | Stream Buffer |
| Temp Rd. Location | |

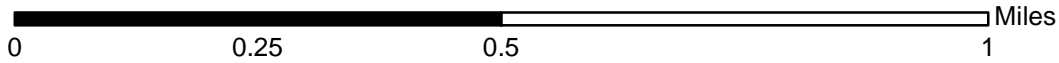




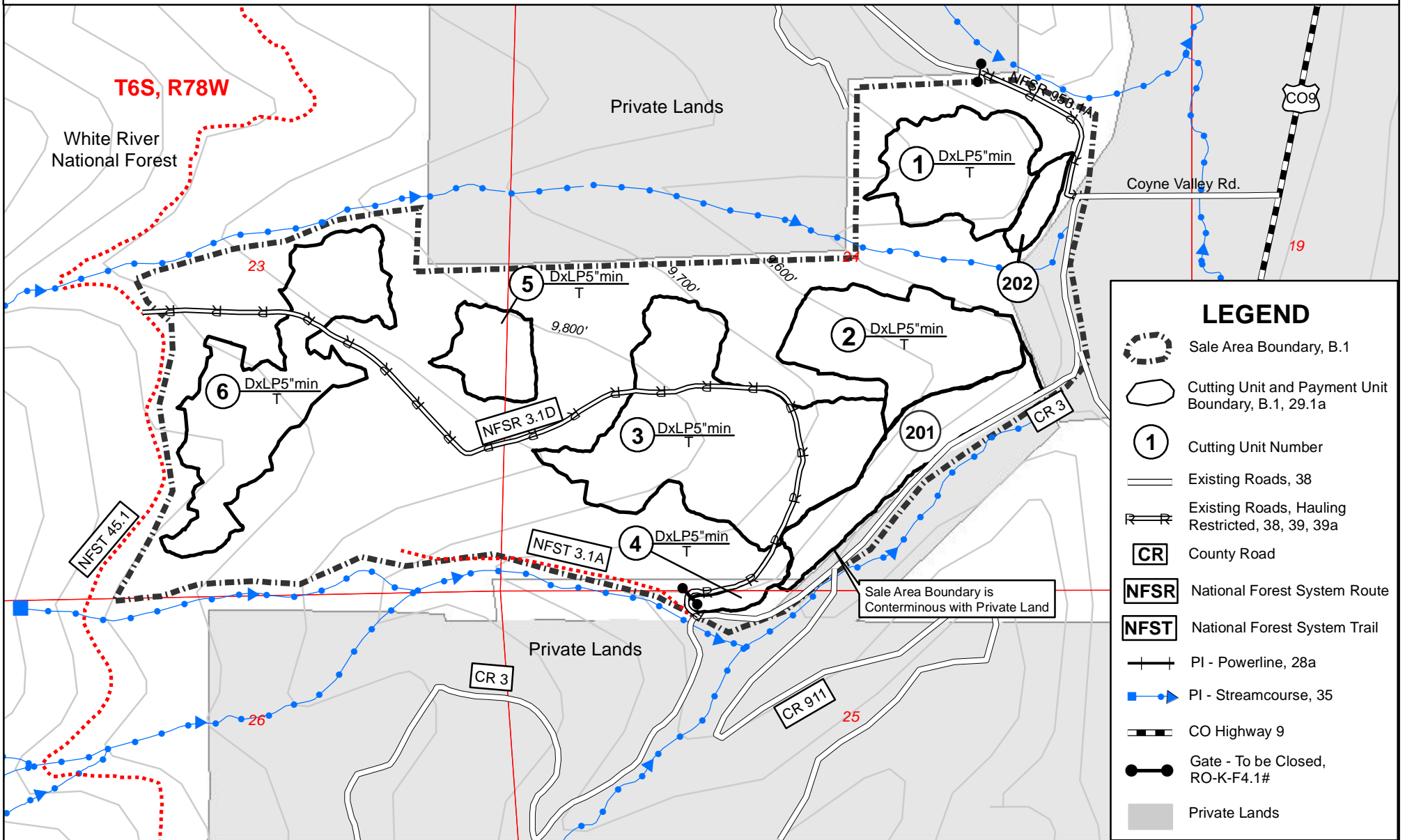
Scale: 1:12,500

Barton Creek Stewardship Dillon Ranger District White River National Forest Summit County, Colorado

Portions of Sections 23, 24 and 25
T. 6S, R. 78W; 6th Principle Merriidian
Summit County, CO



BCC 12/12/2012



LEGEND

- Sale Area Boundary, B.1
- Cutting Unit and Payment Unit Boundary, B.1, 29.1a
- Cutting Unit Number
- Existing Roads, 38
- Existing Roads, Hauling Restricted, 38, 39, 39a
- County Road
- National Forest System Route
- National Forest System Trail
- PI - Powerline, 28a
- PI - Streamcourse, 35
- CO Highway 9
- Gate - To be Closed, RO-K-F4.1#
- Private Lands

190-

