



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, May 08, 2012; 7:30 PM

Town Hall Auditorium

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	A. CAST/MMC (MAYOR WARNER)	

*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. 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.

- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER)
- C. BRC (MR. BURKE)
- D. MARKETING COMMITTEE (MR. DUDICK)
- E. SUMMIT COMBINED HOUSING AUTHORITY (MS. WOLFE)
- F. BRECKENRIDGE HERITAGE ALLIANCE (MR. BREWER)
- G. WATER TASK FORCE (MR. GALLAGHER)
- H. LANDFILL TASK FORCE (MS. WOLFE)

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84

XII ADJOURNMENT



BRECKENRIDGE TOWN COUNCIL REGULAR MEETING

Tuesday, April 24, 2012; 7:30 PM

Town Hall Auditorium

CALL TO ORDER, ROLL CALL

Mayor Warner called the April 24, 2012 Town Council Meeting to order at 7:29 p.m. The following members answered roll call: Mr. Dudick, Ms. McAtamney, Mr. Gallagher, Mr. Brewer, Ms. Wolfe, Mr. Burke and Mayor Warner.

APPROVAL OF MINUTES - APRIL 10, 2012

Mayor Warner corrected the report from John McMahan to show that the rodeo does fit the Breckenridge brand; he also corrected the Breckenridge Resort Chamber and Breckenridge Heritage Alliance reports to say that they were provided via email. Mayor Warner also added one correction under Other Matters to have the word "is" changed to "if". Ms. Wolfe added one correction from John McMahan's report regarding wording of the budget amount. Mayor Warner declared the minutes approved as corrected.

APPROVAL OF AGENDA

Town Manager Tim Gagen recommended the addition of an Executive Session under Other Matters since time did not allow for it during the work session.

COMMUNICATIONS TO COUNCIL

A. POLICE DEPARTMENT LIFE SAVING AWARD

Chief of Police Shannon Haynes presented Officer Kylor Dossett with a life saving award for his exemplarity service call on the evening of March 4th, 2012. Officer Dossett thanked the town council for the honor of working in Breckenridge. Mayor Warner thanked him for being a part of the police force and serving the community.

B. USA PRO CYCLING CHALLENGE UPDATE FROM LOCAL ORGANIZING COMMITTEE CO-CHAIRS

Lucy Kay reported to the council that Breckenridge will be a Stage 5 start this year for the bike race. Teams will start on Main Street, head south, make a right on Park Avenue, loop around on French Street and do three laps through the town. The event will take place on a Friday and there will be a great mix of organizations who will be involved. The formation of a smaller executive committee has been done in order to make quicker decisions. The Breckenridge Resort Chamber (BRC) will do the marketing and take care of all destination marketing for the event. Communications Director Kim Dykstra-DiLallo has offered to do the close-in marketing in town. The general concept will be to start the activities around breakfast time and to gather everyone together at 4:00 p.m. to view the event finish on the large screen televisions. The event will have the expo village like last year and organizers would like it to be a zero-waste event. Finance Manager Brian Waldes reported that the town committed \$150,000 to the event last year and will contribute the same amount this year. This amount should adequately cover the expenses for this year's event.

C. CITIZEN'S COMMENT - (NON-AGENDA ITEMS ONLY: 3-MINUTE LIMIT PLEASE)

Mayor Warner started the citizen's comment section by summarizing the council's views from the work session earlier in the day, stating that the rodeo event will primarily occur during the month of August.

Ann Lucas spoke in favor of the rodeo. She was able to travel with the rodeo circuit for five years and presented council with a film called "Behind the Chutes".

Janet R Hogel spoke against the rodeo due to the animal cruelty issue and noise issue and feels that the sounds will carry.

Jack Rueppel reminded the council of an email that they received stating that this event is an "experiment". Mr. Rueppel doesn't appreciate the town using them as an experiment.

Christina O'Hern spoke favor of the rodeo and is a animal rights activist. She also added that she has no complaints about the possible noise from the event.

Linda Schett spoke against the rodeo and thanked the one council member who voted against this issue. She also reminded the council that this will affect our visitors and fisherman along the river.

P.J. Kern spoke against the rodeo and doesn't feel we need to get into the controversial issue regarding the cruelty of animals.

Samantha Kosanovich spoke against the rodeo and asked council how they would handle the negative publicity and possible picketing in the month of August when the Pro Cycling Challenge is in town.

Gail Marshall spoke against the rodeo and invited council to come on a walk with her to show them her neighborhood. She also asked the council how they will evaluate the event. Mayor Warner stated that there are many parameters where it could be measured as a success. The council would like to hear from the homeowners in the area after the event is over.

Sheri Shelton, owner of Hand & Glove spoke in favor of the rodeo stating respect for the council when they take in so much consideration for this issue. Ms. Shelton felt that all of the businesses in town should be represented and that they should be surveyed as well.

John Scheffler, father-in-law to Brad Bays spoke in favor of the rodeo. He is currently in charge of ticket sales and clean-up. Mr. Scheffler offered his personal phone number in order for people to contact him for any clean-up issues.

Cindy Shanholtz, Professional Rodeo Cowboys Association (PRCA) assured council about the precautions that the event organizers are taking for the event.

Linda Schett spoke again and asked council if there has been any consideration regarding the proximity to the river if it is a rainy day. Mayor Warner assured her that this will be a condition and it will be looked into.

Jerry Honeycut, Honeycut Rodeo spoke in favor of the rodeo and is in charge of hiring contract personnel. Mr. Honeycut further stated that this type and level of rodeo takes a lot of work to put together and encouraged the council to move the process along as quickly as they can. He thanked the council for listening to the concerns from the public.

Justin Stone spoke in favor of the rodeo stating that rodeos are a lot of fun and recognizes that it's difficult to please everyone.

Chmurny Cain, owner of Motherloaded Tavern spoke in favor of the event stating that it is an awesome opportunity for the town and for people who may not have come here otherwise. Ms. Cain also felt that it will increase our resort parameters and is very excited about the event.

Brad Bays, Event Organizer has met with the Engineering department in case it rains and added that the event may only use less than half of the. Mr. Bays assured the council that fisherman will have access to the river. Mr. Bays also mentioned the possible organization of local homeowners to meet once a week where communication will be possible.

Glen Brady spoke in favor of the event and thanked council for the positive action for the rodeo and feels that it will be good, clean fun and also stated that nothing good happens unless someone actually tries. He appreciates the fact that the town is willing to see how it goes.

Michael Immanis came to speak on behalf of his 27-year old disabled daughter who lives in Pinewood Village. Mr. Immanis would like to see the addition of a section of sidewalk on Airport Road in between the transit stop and the business on the corner. Mr. Gagen advised Mr. Immanis of who to contact o get the issue resolved.

CONTINUED BUSINESS

A. SECOND READING OF COUNCIL BILLS, SERIES 2012 - PUBLIC HEARINGS - NONE

NEW BUSINESS

*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. 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.

- A. FIRST READING OF COUNCIL BILLS, SERIES 2012
1. COUNCIL BILL NO. 13 - AN ORDINANCE AMENDING BRECKENRIDGE DEVELOPMENT CODE POLICY 4 (ABSOLUTE), ENTITLED "MASS", AND MAKING MISCELLANEOUS AMENDMENTS TO THE BRECKENRIDGE TOWN CODE RELATED TO SUCH AMENDED DEVELOPMENT POLICY
 Julia Puester of the Community Development department stated that this ordinance is regarding the renewable source of energy for structures which are already over mass. This was approved by the Planning Commission on April 3. One change included a bonus for mechanical rooms.
 Ms. McAtamney moved to approve Council Bill No. 13, Series 2012. Mr. Dudick seconded the motion. The motion passed 7-0.
- B. RESOLUTIONS, SERIES 2012
1. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION (Four O'Clock Road Roundabout)
 Mr. Gagen stated that this resolution is an agreement between CDOT and the town that would provide for the implementation of the roundabout at Four O'Clock Road and outlines the funds which would be provided by the State of Colorado. Approval of this resolution would allow the town to move forward with the project this year.
 Mr. Dudick moved to approve A Resolution Approving An Intergovernmental Agreement With The State Of Colorado Acting By And Through The Colorado Department Of Transportation (Four O'Clock Road Roundabout) . Mr. Burke seconded the motion. The motion passed 7-0.
 2. A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DENSITY SUNSET COVENANT (For The Valley Brook Attainable Workforce Housing Project)
 Mark Truckey of the Community Development department explained that this resolution would adopt a deed restriction regarding density on the Carter Museum property and would also implement one of the policies in the Joint Upper Blue Master Plan regarding extinguishing density for affordable housing that is created in the future.
 Mr. Burke moved to approve A Resolution Authorizing The Execution And Recording Of A Density Sunset Covenant (For The Valley Brook Attainable Workforce Housing Project). Ms. McAtamney seconded the motion. The motion passed 7-0.
- C. OTHER - NONE

PLANNING MATTERS

- A. PLANNING COMMISSION DECISIONS – April 17, 2012
 There were no requests for call up. Mayor Warner declared the Planning Commission decisions were approved as presented.
- B. CALL-UP HEARING: PC#2012019, WELLINGTON NEIGHBORHOOD
 Mayor Warner stated that this is a call up hearing with respect to Class A Subdivision Application PC #2012019 related to the proposed resubdivision of a portion of Lot 3, Block 6, of the Wellington Neighborhood. The Applicant is Poplar Wellington LLC. At its meeting on April 10th the Town Council called up the Planning Commission's decision with respect to this Application. Pursuant to Section 9-2-3-4(B)(2) of the Town's Subdivision Standards, this is a de novo hearing at which the Town Council will make its own decision with respect to the Application.
- The Mayor further stated that pages 89-109, inclusive, of the Council's Agenda Packet for this meeting is also made a part of the record of these proceedings.
- Senior Planner Chris Neubecker stated that the Planning Department and Applicant have agreed that the Application can be approved by the Town Council with those Findings and Conditions that were contained in the Planning Commission's approval of the Application, except that Condition No. 15 of the Planning Commission's Decision relating to conditions that must be complied prior to improvement construction shall read as follows:
15. Applicant shall submit and obtain approval from the Town Engineer of final grading, water quality, drainage, utility, erosion control and street lighting plans. These plans are to include the detention areas located at the south end of this subdivision.

The change to the Planning Commission's Condition No. 15 is the inclusion of the words "water quality"

in the text of the condition. All other portions of the Planning Commission's Decision and Findings/Conditions remain the same. The proposed change to Condition No. 15 is reflected in the form of the Decision and Findings/Conditions that are included in tonight's Town Council Agenda Packet."

Ms. Wolfe moved that the council approve the application PC#2012019 concerning the resubdivision of a portion of Lot 3, Block 6 of the Wellington Neighborhood with the findings and conditions set forth on pages 93 and 94, inclusive, of tonight's Town Council Agenda Packet. Mr. Burke seconded the motion. A roll call vote was taken. The motion passed 6-0 with Ms. McAtamney excused from the discussion and abstaining from the vote.

REPORT OF TOWN MANAGER AND STAFF – No report.

REPORT OF MAYOR AND COUNCILMEMBERS

- A. CAST/MMC (MAYOR WARNER) – Mayor Warner spoke before the Colorado Creative Industries. The meetings are usually held in Denver; however, they decided to come to Breckenridge for their recent meeting.
- B. BRECKENRIDGE OPEN SPACE ADVISORY COMMITTEE (MR. BREWER) – Mr. Brewer was not able to attend the meeting.
- C. BRC (MR. BURKE) – Mr. Burke stated that they will have their official board meeting tomorrow.
- D. MARKETING COMMITTEE (MR. DUDICK) – Mr. Dudick stated that the next meeting is on May 7.
- E. SUMMIT COMBINED HOUSING AUTHORITY (MS. WOLFE) – Ms. Wolfe stated that the next meeting is in June.
- F. BRECKENRIDGE HERITAGE ALLIANCE (MR. BREWER) – Mr. Brewer stated that Jerry Detzick is now the President and that he was voted on as member; they talked about street signs; the group was awarded a \$50,000 grant for the Sawmill area near Wakefield and discussed the masterplanning of that area; Rotary Snowplow Park; Jim Nichols and the possible naming of a ski run after him.
- G. WATER TASK FORCE (MR. GALLAGHER) –Mr. Gallagher stated that the meeting is later in the week.

OTHER MATTERS

A. BOSAC APPOINTMENTS (3)

The council discussed the candidates and their experience. The successful candidates were Devin O'Neil, Jeffrey Bergeron, and Chris Tennial. Ms. McAtamney moved to approve the candidates for BOSAC. Mr. Brewer seconded the motion. A roll call vote was taken. The motion passed 5-2 with Mr. Burke and Mr. Gallagher voting in opposition.

Mr. Gallagher mentioned that he visited with Scott Fargo, the Assistant County Manager recently. The county is leaning toward putting a real estate tax initiative on the November ballot. It would cover the communications center, landfill, and support for ambulance services.

Mayor Warner reminded everyone that Town Clean-Up Day is Saturday, May 19th and that the Colorado Municipal League (CML) conference is scheduled for June 22 – 28th.

Ms. McAtamney mentioned that 10 Breckenridge girl scouts will be honored by the organization.

Ms. McAtamney also mentioned the formation of groups in Boulder and Colorado Springs who are interested in personal rapid transit (PRT), involving structures that would run in the median area of streets.

B. EXECUTIVE SESSION

As part of the Town Council evening meeting on Tuesday, April 24, 2012 at 9:18 pm, Mr. Burke moved to convene in executive session pursuant to Paragraph 4(a) of Section 24-6-402, C.R.S., relating to the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; and Paragraph 4(e) of Section 24-6-402, C.R.S., relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators.

The Mayor then restated the motion. The Mayor further stated the subject matter of the executive session to be relating to determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators.

The subject matter of the executive session includes: (1) updates and discussions on the status of several negotiations the Town is or will soon become involved in; and (2) two parcels of open space land the Town

Council may have an interest in acquiring.

A roll call vote was taken and all were in favor of the motion.

Ms. McAtamney moved to adjourn the executive session at 10:34 pm. Mr. Burke made the second. All were in favor of the motion.

SCHEDULED MEETINGS – NONE

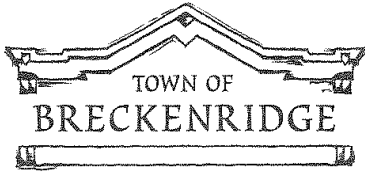
ADJOURNMENT

With no further business to discuss, the meeting adjourned at 10:34 p.m.
Submitted by Jena Taylor, Administrative Specialist.

ATTEST:

Mary Jean Loufek, CMC, Town Clerk

John Warner, Mayor



MEMORANDUM

TO: Town Council

FROM: Julia Puester, AICP

DATE: May 1, 2012 (for meeting of May 8, 2012)

SUBJECT: Policy 4/A-Mass (Renewable Energy Sources); Second Reading

Town Council approved the ordinance to amend Policy 4/A-Mass (Renewable Energy Sources) at first reading on April 24th with no changes.

Staff has made the following change from the first reading:

- Inserted “pursuant to a development permit issued prior to May 8, 2012” (*on line 36*), to clarify that the mass provisions only apply to multi-family residential and commercial structures constructed prior to the date of ordinance adoption.

As the proposed policy modification addresses only existing structures, a few members of the Town Council were concerned that renewable energy systems for new construction were not incentivized. Staff will discuss new construction incentives for renewable energy systems with the Planning Commission at their June 5th meeting and report back to the Council.

A copy of the proposed ordinance is attached for second reading. Staff will be available at the meeting to answer any questions or concerns.

1 ***FOR WORKSESSION/SECOND READING – MAY 8***

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. 13

7
8 Series 2012

9 AN ORDINANCE AMENDING BRECKENRIDGE DEVELOPMENT CODE POLICY 4
10 (ABSOLUTE), ENTITLED “MASS”, AND MAKING MISCELLANEOUS AMENDMENTS
11 TO THE BRECKENRIDGE TOWN CODE RELATED TO SUCH AMENDED
12 DEVELOPMENT POLICY

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

15
16 Section 1. The definition of “Class D Development” in Section 9-1-5 of the
17 Breckenridge Town Code is amended by the addition of the following item:

- 18
19 - Application for a renewable energy mechanical system under Policy 9-1-19-4A
20

21 Section 2. Section 9-1-5 of the Breckenridge Town Code is amended by the addition of
22 the following new definition of “Renewable Energy Mechanical System”:
23

RENEWABLE ENERGY MECHANICAL SYSTEM:	A mechanical system required to process onsite renewable energy from natural resources such as sunlight, wind, and geothermal heat.
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24
25 Section 3. Section 9-1-19-4A of the Breckenridge Town Code, entitled “Policy 4
26 (Absolute) Mass”, is amended by the addition of the following new subsection F:
27

28 F. Mass Allowance for Onsite Renewable Energy Mechanical System in Multi-
29 family and Commercial Uses: The goal of this subsection F is to encourage
30 renewable energy production in existing multi-family and commercial structures.
31 This subsection is not applicable to new construction. This subsection seeks to
32 improve energy efficiency by permitting existing nonconforming structures to
33 install appropriate onsite renewable energy mechanical systems to help protect the
34 health, safety, and welfare of the community.

- 35 1. Any existing multi-family residential or commercial structure constructed
36 **pursuant to a development permit issued** prior to **May 8, 2012** may be
37 permitted additional aboveground mass square footage to for the installation of a
38 renewable energy mechanical system, even if the structure already exceeds

1 applicable mass limitations. The additional square footage shall be the lesser of
2 the following:

3 a. the space necessary for an efficiently designed mechanical room; or

4 b. 350 square feet, or 2% of the existing mass square footage, whichever is less.

5 2. Design Standards

6 a. An onsite renewable energy mechanical system shall be located based upon the
7 following order of preference. Preference 1 is the highest and most preferred;
8 preference 4 is the lowest and least preferred. An onsite mechanical energy
9 mechanical system shall be located as follows: (1) within the existing building
10 footprint; (2) out of view from the public right of way and adjacent properties and
11 screened; (3) partly visible from the public right of way or adjacent property and
12 screened and; (4) highly visible from the public right of way or adjacent
13 properties. An application for a system to be located in a least preferred location
14 must adequately demonstrate why the system cannot be located in a more
15 preferred location.

16 b. Any structural modifications or additions made for a renewable energy
17 mechanical system shall meet the intent of Policy 5/A (Architectural
18 Compatibility) and Policy 5/R (Architectural Compatibility), in addition to all
19 other applicable policies of this Code.
20

21 Section 4. Except as specifically amended by this ordinance, the Breckenridge Town
22 Code, and the various secondary codes adopted by reference therein, shall continue in full force
23 and effect.
24

25 Section 5. The Town Council finds, determines, and declares that this ordinance is
26 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
27 improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants
28 thereof.
29

30 Section 6. The Town Council finds, determines, and declares that it has the power to
31 adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act,
32 Article 20 of Title 29, C.R.S.; (ii) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal
33 zoning powers); (iii) Section 31-15-103, C.R.S. (concerning municipal police powers); (iv)
34 Section 31-15-401, C.R.S.(concerning municipal police powers); (v) the authority granted to
35 home rule municipalities by Article XX of the Colorado Constitution; and (vi) the powers
36 contained in the Breckenridge Town Charter.

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

39 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
40 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the

1 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ___ day of
2 ____, 2012, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the
3 Town.

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5 TOWN OF BRECKENRIDGE, a Colorado
6 municipal corporation
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10 By _____
11 John G. Warner, Mayor
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13 ATTEST:
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17 _____
18 Mary Jean Loufek, CMC,
19 Town Clerk
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Memorandum

To: Town Council
From: Jennifer Cram, Planner III, AICP
Date: May 2, 2012
Subject: **Landscaping Guide Ordinance**

The Council reviewed the updates to the Landscaping Guide at their regular meeting on March 27th. The Council supported the updates at that time. The Town Attorney would like to adopt the Landscaping Guide via ordinance, as it is referenced in the Development Code. A copy of the proposed ordinance is attached. We have scheduled this ordinance for first reading on May 8th.

For newer Council members a brief description of the history and intent of the Landscaping Guide is provided below.

The existing Landscaping Guide has not been updated since 1985. The purpose of the Landscaping Guide is to provide applicants and property owners more detailed information regarding species selection, location, spacing between plants, planting details and maintenance of plants than what is covered in Policy 22 - Landscaping within the Development Code. It is important to remember that specific requirements for landscaping such as required size are outlined in the Development Code. The Landscaping Guide is intended as a non-binding guide.

Staff will be available during the worksession to answer any questions.

1 **FOR WORKSESSION/FIRST READING – MAY 8**

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

5
6 COUNCIL BILL NO. _____

7
8 Series 2012

9
10 AN ORDINANCE AMENDING SECTION 9-1-21 OF THE BRECKENRIDGE TOWN CODE
11 BY ADOPTING THE “TOWN OF BRECKENRIDGE LANDSCAPING GUIDE (REVISED
12 MAY 2012)” AS A CORRELATIVE DOCUMENT TO THE BRECKENRIDGE
13 DEVELOPMENT CODE

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

17
18 Section 1. The reference to the “Town of Breckenridge Landscaping Guide” in Section
19 9-1-21 of the Breckenridge Town Code is amended to read as follows:

- 20
21 • Town of Breckenridge Landscaping Guide **(Revised May 2012)**

22
23 Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the
24 various secondary codes adopted by reference therein, shall continue in full force and effect.

25
26 Section 3. The Town Council finds, determines and declares that this ordinance is
27 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
28 improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants
29 thereof.

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

34
35 Section 5. This ordinance shall be published and become effective as provided by Section
36 5.9 of the Breckenridge Town Charter.

37
38 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
39 PUBLISHED IN FULL this ____ day of _____, 2012. A Public Hearing shall be held at the
40 regular meeting of the Town Council of the Town of Breckenridge, Colorado on the ____ day
41 of _____, 2012, at 7:30 P.M. or as soon thereafter as possible in the Municipal
42 Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek, CMC,
Town Clerk

Town of Breckenridge Landscaping Guide

Introduction

The Town finds that it is in the public interest for all properties to provide landscape improvements for the purposes of: complementing the natural landscape and retaining our high alpine character; improving the general appearance of the community and enhancing its aesthetic appeal; preserving the economic base; improving quality of life; delineating and separating use areas; increasing the safety, efficiency, and aesthetics of use areas and open space; screening and enhancing privacy; mitigating the adverse effects of climate, aspect, and elevations; conserving energy; abating erosion and stabilizing slopes; deadening sound; and preserving air and water quality.

The following Guidelines are intended to assist with the selection of appropriate plant species, locating and spacing selected species, planting and maintenance. For specific landscaping requirements please refer to Policy 22 – Landscaping in the Town of Breckenridge Development Code.

- Section 1. Species Selection
- Section 2. Location and Spacing
- Section 3. Planting Details
- Section 4. Maintenance
- Section 5. Common Pests and Diseases

This guide is intended to assist property owners with landscaping. It is always recommended that a landscape professional be consulted in the planning and planting processes as well as for ongoing maintenance.

Section 1. Species Selection

It is encouraged that landscape plans be layered, achieved through the use of ground covers, shrubs, and trees that utilize diverse species and sizes. Landscaping materials should consist of those species that are native to the Breckenridge area, or are appropriate for use in Breckenridge's high alpine environment. Those species that are native will generally have a better chance of surviving in the high altitude environment of Breckenridge and require the least amount of maintenance. Additionally, planting with native species will help to perpetuate Breckenridge's mountain character. However, there are several non-native species that are adapted to high altitude that are acceptable and that can add variety of height, width, texture and color to landscape plans. It is also recommended that plants be purchased from a nursery that grows or collects plants at an altitude similar to Breckenridge. Plants not noted in the Town of Breckenridge Landscaping Guide will not likely do well in Breckenridge. However, experimentation with a small number of new species may be considered.

Species are categorized as either Class I or Class II. Class I Species are those that are native to the Breckenridge area and that are readily available and thrive in Breckenridge. Class II species are those that are native to the surrounding Summit County area and/or are adapted to a high alpine environment and do well in Breckenridge. Species are further denoted as to whether they are drought tolerant or require moisture. These guidelines also specify those species that are firewise to assist with selecting plants appropriate for planting within defensible space zones. Firewise plants are those species that have a higher moisture content and are less likely to ignite during a fire. In general, deciduous species have a higher moisture content than evergreens. Species that require a microclimate or special conditions, such as shelter from northwest winds, or need shade predominantly are also noted.

Drought Tolerant after establishment = D

Requires moisture after establishment = M

Those species that can tolerate seasonal moisture or drought are noted as SM-SD

FireWise = FW

Requires a microclimate (shelter from wind, prefers shade, etc.) to survive = MC

Mature Size - Height/Spread = H/S

Deciduous Trees

Class I

Botanical Name	Common Name	Conditions	Mature Size
<i>Alnus tenuifolia</i>	Thin-leaf Alder	M, FW	H=15-20', S=15-20'
<i>Populus tremuloides</i>	Quaking Aspen	SM-SD, FW	H=20-50', S=20-30'

Class II

<i>Betula occidentalis</i>	Mountain Birch/River Birch	M, FW (small tree)	H=10-20', S=10-20'
<i>Populus angustifolia</i>	Narrowleaf Cottonwood	SM-SD, FW	H=30-50', S=20-30'
<i>Populus balsamifera</i>	Balsam Poplar	SM-SD, FW	H=60-80', S=20-30'
<i>Populus balsamifera candicans</i>	Balm of Gilead	SM-SD, FW	H=60-80', S=20-30'
<i>Prunus virginiana</i> 'Shubert'	Shubert Chokecherry	SM –SD	H=20-30', S=15-25'

Evergreen Trees

Class I

<i>Abies lasiocarpa</i>	Subalpine Fir	SM-SD	H=40-70', S=15-20'
<i>Picea engelmanni</i>	Engelmann Spruce	SM-SD	H=40-60', S=20-30'
<i>Pinus aristata</i>	Bristlecone Pine	D, W	H=20-40', S=varies
<i>Pinus contorta latifolia</i>	Lodgepole Pine	D	H=50-70', S=10-15'
<i>Pinus flexilis</i>	Limber Pine	D, W	H=30-50', S=15-30'
<i>Pseudotsuga menziesii</i>	Douglas Fir	SM-SD, MC	H=50-80', S=15-25'

Botanical Name	Common Name	Conditions	Mature Size
Class II			
<i>Abies concolor</i>	White Fir	SM-SD, MC	H=40-60', S=20-30'
<i>Picea pungens</i>	Blue Spruce	SM-SD, MC	H=40-60', S=20-30'
Shrubs			
Class I			
<i>Artemisia tridentata</i> 'vasyana'	Tall Western Sage	D	H=4-6', S=2-4'
<i>Betula glandulosa</i>	Bog Birch	M, FW	H=3-6', S=3-6'
<i>Juniperus communis</i>	Common Juniper	D	H=1-3', S=3-6'
<i>Lonicera involucrate</i>	Twinberry Honeysuckle	SM-SD, FW	H=3-6', S=3-6'
<i>Potentilla fruticosa</i> (many varieties)	Shrubby Cinquefoil	D	H=2-3', S=2-3'
<i>Ribes alpinum</i>	Alpine Currant	D	H=3-6', S=3-6'
<i>Rosa woodsii</i>	Woods Rose	D	H=3-6', S=3-6'
<i>Rubus idaeus</i>	Native Raspberry	D, FW	H=3-5', S=2-3'
<i>Salix monticola</i>	Yellow Mountain Willow	M, FW	H=8-12', S=6-8'
<i>Salix wolfii</i>	Wolfs Willow	M, FW	H=8-10', S=6-8'
<i>Sambucus pubens</i>	Redberried Elder	M, FW	H=4-12', S=6-12'
<i>Shepherdia canadensis</i>	Russet Buffaloberry	D	H=3-9', S=3-8'

Botanical Name	Common Name	Conditions	Mature Size
Class II			
Amelanchier alnifolia	Serviceberry	D,MC	H=6-12', S=6-12'
Artemisia cana	Silver sagebrush	D	H=2-3', S=2-3'
Caragana arborescens	Siberian Peashrub	D	H=10-15', S=8-12'
Cotoneaster acutifolia	Peking Cotoneaster	D	H=8-12', S=12-15'
Juniperus sabina	Buffalo Juniper	D	H=12-18", S=6-8'
Lonicera x 'Honeyrose'	Honeyrose Honeysuckle	SM-SD	H=8-10', S=8-10'
Physocarpus monogynus	Mountain Ninebark	SM-SD	H=3-4', S=4-5'
Pinus mugo (many varieties)	Mugo Pine	D	H=5-20', S=5-20'
Ribes aureum	Yellow Flowering Currant	D, FW	H=4-6', S=4-6'
Ribes cereum	Squaw Currant	D	H=2-4', S=2-4'
Salix arctica	Arctic Willow	M, FW	H=3-4', S=2-3'
Sorbaria sorbifolia	False Spirea	D, S	H=4-6', S=6-8'
Syringa vulgaris	Common Lilac	SM-SD, FW, MC	H=10-20', S=8-12'
Syringa prestoniae	Canadian Lilac	SM-SD, FW, MC	H=6-10', S=6-8'
Symphoricarpos oreophilus	Mountain Snowberry	SM-SD	H=2-4', S=2-4'

Perennials/Herbaceous Plants

Class I

Botanical Name	Common Name	Conditions
Achillea spp.	Yarrow	D
Aconitum columbianum	Monkshood	M
Aquilegia spp.	Columbine	SM-SD
Arctostaphylos uva-ursi	Kinnickinnick	D
Aster spp.	Aster	D
Astragalus spp.	Locoweed	D
Campanula spp.	Harebells	D
Delphinium spp.	Larkspur	M
Dodecatheon spp.	Shooting Star	SM-SD, seed only
Duchesnea indica	Mock Strawberry	D
Epilobium spp.	Fireweed	D
Erigeron spp.	Aspen Daisy	D
Gentiana spp.	Gentian	D
Hedysarum occidentale	Sweetvetch	D, seed only
Helianthella spp.	Sunflower	D
Iris missouriensis	Rocky Mountain Iris	SM-SD
Linum lewisii	Blueflax	D
Lupinus spp.	Lupin	D

Botanical Name	Common Name	Conditions
Mahonia repens	Holly-grape	D
Mertensia spp.	Bluebells	SM-SD
Pedicularis groenlandica	Elephanthead	M (may be difficult to find, look for seed)
Penstemon spp.	Penstemon	D
Phlox spp.	Plox	D
Potentilla verna	Potentilla	D
Eriogonum umbellatum	Sulpher Flower	D
Sedum spp.	Stonecrop	D
Senecio spp.	Senecio	M (may be difficult to find)
Viola spp.	Violets and Pansys	SM-SD

Class II

Artemisia frigida	Fringed Sage	D
Artemisia "Silver Mound"	Silver Mound	D
Chrysanthemum leucanthemum	Painted Daisy	D
Chrysanthemum maximum	Shasta Daisy	D
Delphinium elatum	Delphinium	M
Dianthus barbatus	Sweet William	D
Escholtzia spp.	California Poppy	D
Fragaria Americana	Wild Strawberry	D
Gaillardia aristata	Gaillardia Daisy	D

Lathyrus odoratus	Sweet Pea	D
Lychinics chalcedonia	Maltese Cross	D
Paeonia officinalis	Peony	M
Papaver nudicale	Iceland Poppy	D
Papaver orientalis	Oriental Poppy	D
Pulsatilla patens	Pasque Flower	D
Rudbeckia vulgaris	Black-eyed Susan	D
Viola kitaibeliana	Johnny Jumpup	D

This list is not all inclusive; other perennials may exist that are adapted to high alpine conditions.

High Altitude Grasses

Recommended High Altitude Seed Mixture:

Thurber Fescue – *Festuca thurberi*
 Alpine Fescue – *Festuca brachphylla*
 Tufted Hairgrass – *Deschampsia cespitosa*

Additional optional species include:

Arizona Fescue – *Festuca arizonica*
 Alpine Bluegrass – *Poa alpine*

Other High Altitude Grasses:

Canby or Sandberg Bluegrass – *Poa secunda*
 Idaho Fescue – *Festuca idahoensis*
 Alpine Fescue – *Festuca brachyphylla*
 Sheep Fescue – *Festuca ovina*
 Rocky Mountain Fescue – *Festuca saximontana*
 Bluebunch Wheatgrass – *Pseudoroegneria spicata*
 Slender Wheatgrass – *Elymus trachycaulus*
 Western Wheatgrass – *Pascopyrum smithii*
 Blue Wildrye – *Leymus arenarius* (L. glaucus)
 Indian Ricegrass Rimrock – *Achnatherum hymenoides*

June Grass – *Koeleria cristata*

These grasses can be used as seed mixtures or in a hydroseed mixture. If a naturalized lawn is preferred, grasses should not be cut back until they have gone to seed in the fall. High altitude grasses are preferred and will establish best with less water and maintenance in Breckenridge. Sod is generally cultivated using species that are not found naturally in the Breckenridge area. Large areas of sod are not recommended, as they require more water to maintain.

Noxious Weeds

Several species of non-native plants have become a threat to the economic and environmental value of land in Breckenridge and Summit County. These plants are not indigenous to this area and have no natural predators or diseases to keep them in check. They are rapidly displacing native vegetation, causing a loss of native ecosystem stability and diversity, while affecting recreational resources. The following plants are considered noxious weeds in Breckenridge and Summit County. All List A weeds are required by Town Code to be eliminated or eradicated. All List B weeds are required by Town Code to be managed in accordance with the Colorado Noxious Weed Act. All List C weeds are required by Town Code to be controlled at a level determined by the Summit County Weed Management Plan. For additional information on Noxious Weeds in Summit County go to www.co.summit.co.us/weeds.

List A

Myrtle spurge – *Euphorbia myrsinintes*

Orange hawkweed – *Hieracium aurantiacum*

List B

Absinth wormwood – *Artemisia absinthium*

Black henbane – *Hyoscayamus niger*

Bull thistle – *Cirsium vulgare*

Canada thistle – *Cirsium arvense*

Chinese clematis – *Clematis orientalis*

Common tansy – *Tanacetum vulgare*

Dalmation toadflax – *Linaria dalmatica*

Dame's Rocket – *Hesperis matronalis*
Diffuse knapweed – *Centaurea diffusa*
Hoary cress – *Cardaria draba*
Houndstongue – *Cynoglossum officinale*
Leafy spurge – *Euphorbia esula*
Mayweed chamomile – *Anthemis cotula*
Musk thistle – *Carduus nutans*
Oxeye daisy – *Chrysanthemum leucanthemum*
Perennial pepperweed – *Lepidium latifolium*
Plumeless thistle – *Carduus acanthoides*
Russian knapweed – *Centaurea repens*
Saltceder – *Taxus sp.*
Scentless chamomile – *Matricaria perforata*
Spotted knapweed – *Centaurea maculosa*
Sulfur cinquefoil – *Potentilla recta*
Wild caraway – *Carum carvi*
Yellow toadflax – *Linaria vulgaris*

List C

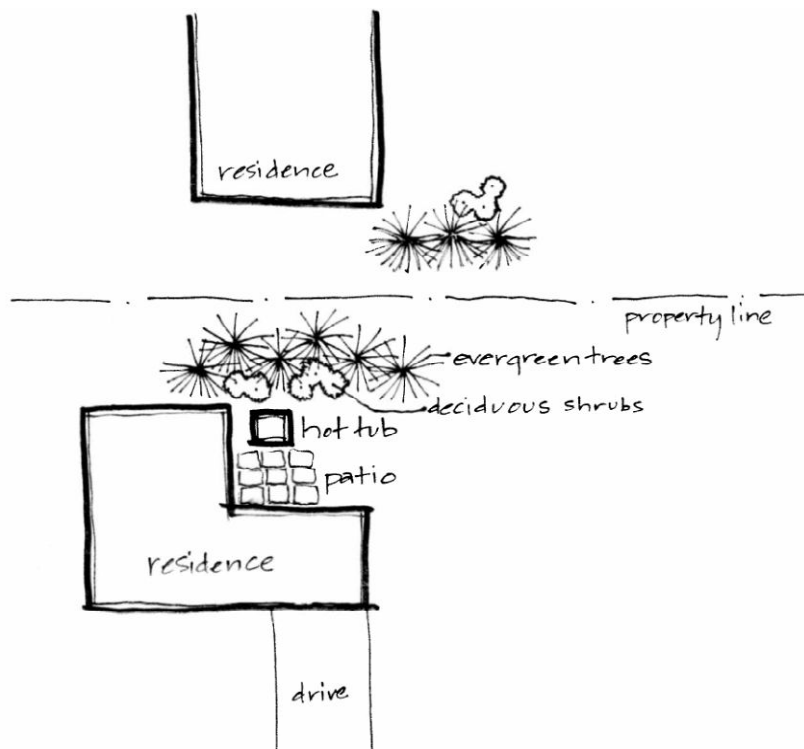
Common mullein – *Verbascum Thapsus*
Downy brome – *Bromus tectorum*
Field Bindweed – *Convolvulus arvensis*
Poison hemlock – *Conium maculatum*

Section 2. Location

The careful location of plant materials can create a landscape that provides privacy from adjacent uses, shade, sun exposure, wind breaks, wildlife habitat and interest. The location of plant materials can also create a naturalized looking landscape or a more formal landscape.

It is important to consider a plant's form and size (height and spread) at maturity when locating plants to allow for appropriate space for plants to thrive.

Privacy – To create privacy, plant materials should be located between use areas. Planting trees between structures to screen windows, patios, hot-tubs, etc. can create privacy even on sites that have minimal setbacks from adjacent properties. Using a mixture of evergreen and deciduous shrubs and trees is recommended. If space allows, planting more than one row or layer of shrubs and trees will create more privacy and a more natural look.



Shade – Shade can be created by planting trees with broad canopies. Generally deciduous trees have the largest canopies, but mature evergreen trees can also provide shade. If shade is desired, locating trees along the southern and western exposures will block the sun when it is the strongest.

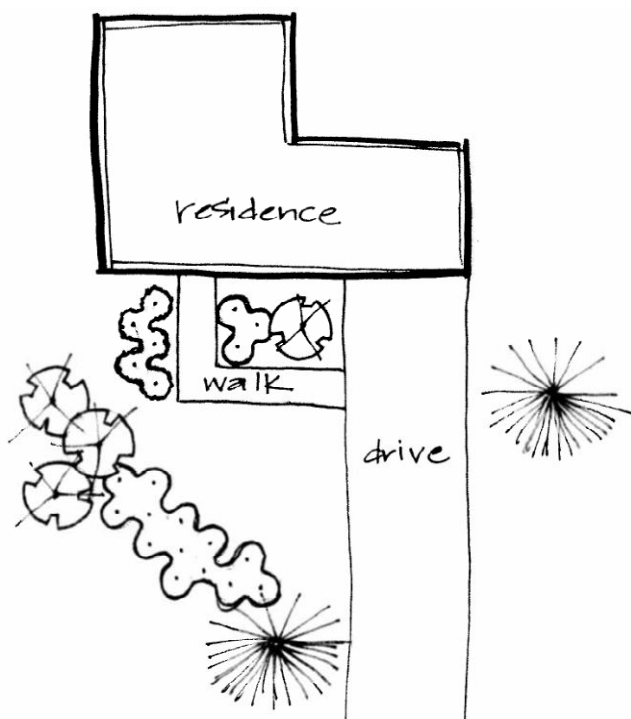
Sun Exposure – To allow for sun exposure trees should be located to allow southern and western exposure to windows or patios. Some eastern exposure may also be desirable for morning sun. Planting deciduous trees along southern or western exposures will still allow for sun exposure in the winter as they drop their leaves.

Wind Breaks – Predominant winds in the winter generally come from the north-west. Wind breaks can be created by locating trees along the north-west sides of a property. Evergreen trees are generally the best wind blocks as they have dense branching and foliage that is persistent in winter. Planting species that are tolerant of wind is recommended. Some species such as Colorado Spruce can be susceptible to wind burn, whereas Bristle Cone Pine and Limber Pine can thrive in windy exposed conditions. It is always best to plant trees in groupings to provide them with some stability. A single tree is more susceptible to windthrow than a group of trees.

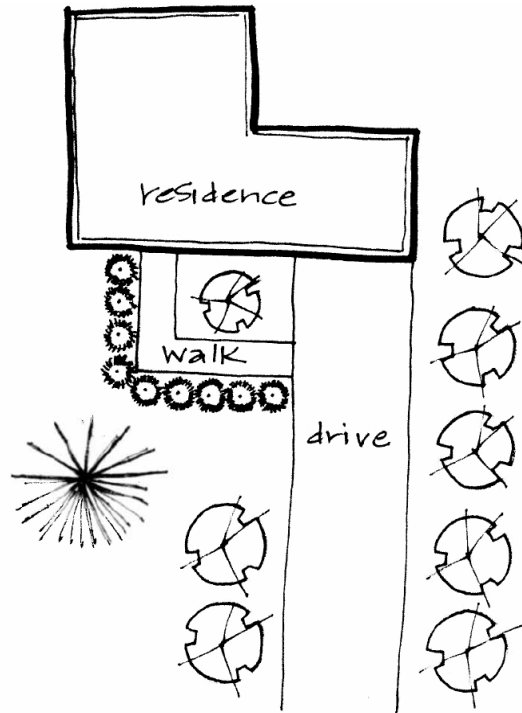
Wildlife Habitat – To provide wildlife habitat, a variety of plant materials should be planted to allow for foliage, berries and nesting/habitat opportunities.

Interest – Interest is created by using a variety of plant species. Plants that have ornamental qualities such as flowers, fruit, berries or vibrant fall color should be considered. The careful location of these plants adds to interest by having them located in areas where views exist, such as at the end of a walkway or to frame a window.

Naturalized Landscaping – Curvilinear or non-linear groupings of shrubs and trees appear to be more natural. To achieve this, plants are generally planted in groups in a triangular pattern. Natural landscapes are often asymmetrical. A naturalized landscape plan is more appropriate outside of the Conservation District.

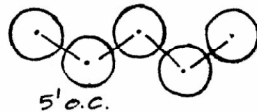


Formal Landscaping – To create a more formal landscape, plants are planted in a linear fashion. Formal landscape plans also tend to be more symmetrical. A formal landscape plan is ideal for the Conservation District.

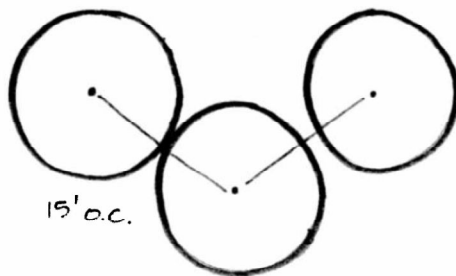


Spacing

Trees and shrubs should be spaced to allow for species to reach mature sizes. The height and spread or canopy width of each species should be considered. The mature height and spread of native and high altitude species has been included in the notes under the Section 1. - Species. In general, shrubs should be spaced 3' to 5' on center (o.c.), deciduous trees 10' to 15' on center (Aspens can be closer) and evergreen trees 15' to 20' on center.



shrub spacing 1" = 10'



tree spacing 1" = 10'

Defensible Space

Defensible Space is an area around a structure where fuels and vegetation are pruned, thinned and removed to reduce the chances of wildfire reaching a structure. It also reduces the chance of a fire moving from a structure to the surrounding forest. Defensible space creates room for firefighters to do their jobs more safely. A structure is more likely to withstand a wildfire if grasses, shrubs and trees are treated to reduce a fire's intensity. Creating defensible space is required for all new construction and major remodels that affect the exterior of a structure and/or a structure's footprint. Some Home Owners Associations (HOAs) may have requirements for defensible space as well. No plant material should be planted under roof eaves and decks. If plants are planted close to a structure, it is recommended that they be firewise plants in irrigated planting beds. All trees shall be planted to provide a minimum of 10' between canopies for individual trees or groupings of trees at maturity. For additional information on creating defensible space please see the Town's Development Code, Policy 22. The Colorado State Forest Service has also developed guidelines for creating defensible space that are very helpful.

Section 3. Planting Details

Soil Preparation

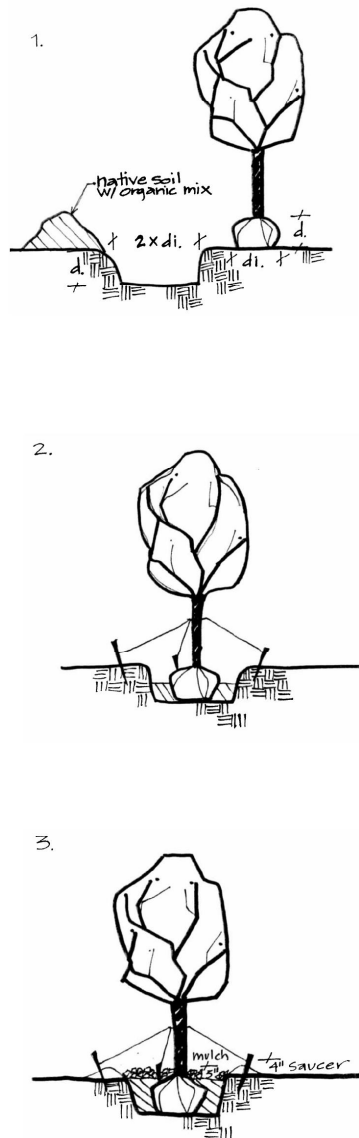
The soils around Breckenridge are generally rocky, well-drained, deficient in nutrients and shallow. Most local soils are deficient in nitrates and phosphorus. If you are interested in finding out the pH and nutrient levels of the soil on your property, testing of soils is available through Colorado State University. Care should be taken to preserve any top soils that exist during topographic modification or disturbance from construction. Existing soil should be loose and can be modified with new topsoil. The addition of peat moss can increase water retention and sand and organic matter can be added to heavy clay soils. Care should be taken to make sure that all soil and other materials added to existing soils are weed free. As noted previously, native species will require less modification because they are adapted to the high altitude environment.

Best Times to Plant

The best time to plant shrubs and trees is generally mid May after the ground thaws to mid October before the ground freezes. This can vary year to year depending on snow fall. When transplanting existing vegetation it is best to transplant in the spring (May) before new growth begins, or fall (September/October) once growing has stopped. This timing is true for grasses as well. It is never ideal to plant something unless there is water available, especially in the summer when our high altitude sun exposure is intense.

Planting Details

Tree Planting Detail



1. Dig the hole two times the diameter ($di.$) and the same depth ($d.$) as the root ball.

- The top of the root ball should be the same height as existing grade when the tree is planted.
- Pile native soil that is removed from the hole next to the hole.
- Remove any rocks larger than 4" in diameter.
- Amend the native soil that was removed from the hole with organics to a mixture of 40% organics and 60% native soil.
- Native peat moss and aged manure are good sources of organics.
- Mix the native soil and organics well.

2. Carefully set the tree in the hole.

- Someone should hold the tree steady until the tree is staked and the hole is backfilled.
- Fill the hole half way with the amended soil mixture around the tree.
- Use a shovel blade to mix, settle and remove any air pockets.
- Place stakes around tree.
- Once staked remove top wire, rope and burlap as necessary. Fold burlap down the side of ball.

3. Add the remaining amended soil around the tree ball up to existing grade.

- Use a shovel blade to settle and remove any air pockets.
- Construct a 4" saucer with amended soil around the tree well (diameter of hole).
- Use a shovel blade to mix, settle and remove any air pockets.
- Fill saucer with water and allow to soak in, water again to thoroughly saturate.
- Fill the saucer with 3" of mulch.

Section 4. Maintenance

A well thought out and planted landscape still requires maintenance on a regular basis. Providing new plantings with some sort of irrigation is necessary to improve the survivability of the plant especially in our harsh high altitude environment. Because our soils are generally nutrient deficient, fertilization can also assist with survivability and increased growth. Pruning to remove dead and diseased branches and to promote growth that is consistent with a species natural form is also necessary to promote a plant's health, as well as safety and aesthetic quality.

Irrigation – Hand watering of newly planted plants is acceptable, but often unsustainable. Installation of a water efficient drip irrigation system is recommended for shrubs and trees. Lawn areas may require a spray system. All irrigation systems should be maintained on a regular basis for efficiency. Irrigation systems also need to be drained and lines blown free of water in the fall to reduce the risk of freezing and cracking.

Fertilization – Many well-chosen Breckenridge native plants will thrive without fertilization. Quick release synthetic fertilizers should be avoided. Synthetic, quick-release fertilizers frequently wash through the soil before they are even taken up by the plant. Plant nutrient requirements can be met with compost, naturally derived fertilizers such as aged manure, blood and bonemeal, fishmeal, kelp, or slow-release synthetic fertilizers. Slow-release fertilizers make nutrients available to the plants when they are needed.

Composting – Composting on site can return valuable nutrients and organic matter to the soil and reduce waste. Lawn and tree trimmings along with other organic matter such as fruit and vegetable scraps, coffee grounds, egg shells etc. can be composted. Colorado State University has created a fact sheet “ Home Yard Composting” to assist those interested in composting in Colorado. This guide can help to break down plant wastes in a few months instead of a year, especially in Colorado’s environment.

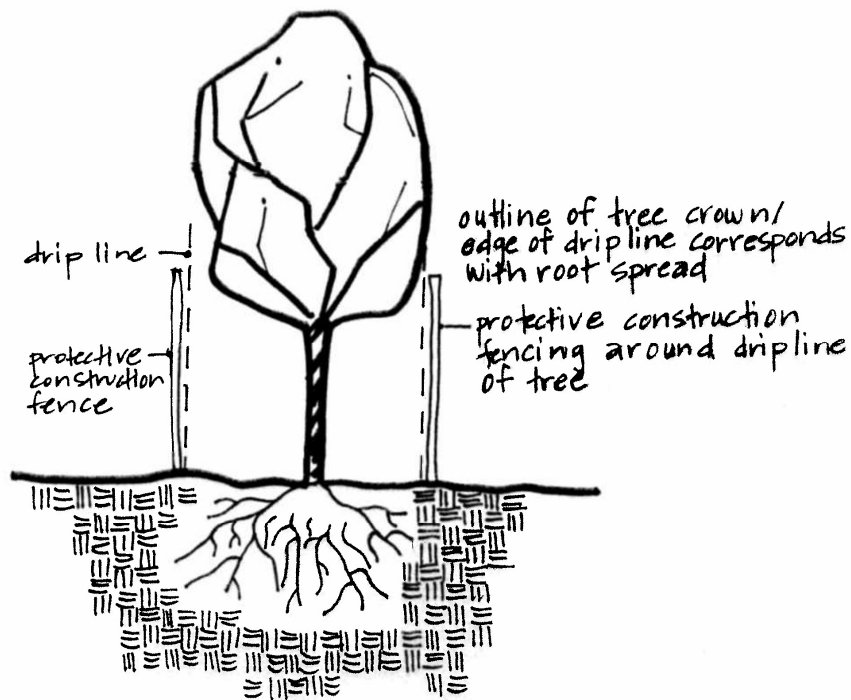
Manure – Horse manure can be used to amend soil and fertilize plants. However, not more than one inch (1”) of dried and decomposed manure that is thoroughly mixed into the soil within twenty four hours of delivery to the site is allowed in Breckenridge.

Mulching – Mulch is any material spread evenly over the surface of the soil. Organic materials, including chipped landscape debris, are preferable over inorganic materials. Mulch conserves water, enhances the growth of plants and the aesthetics of the landscape. Mulch can also suppress weed growth. Mulch should not exceed 3” in depth.

Pruning – It is best to prune when a plant is dormant and not under stress. Do not top trees, but rather remove branches at their point of origin or shorten branches back to a lateral. This is true for removing dead branches as well. Plants that are pruned properly are stronger and more likely to resist pests. Under no circumstances should a tree be pruned to remove more than 2/3 of its crown.

Cutting Back Wildflowers and Grasses – Wildflowers and grasses should be cut back in the fall after the plants have gone to seed.

Protecting Trees During Construction – It is important to remember that the root zone of a tree is where the tree performs vital functions. Roots absorb and transport water and nutrients from the soil to the tree. Soil compaction restricts water and oxygen uptake by roots. Compacting the root zone during construction can kill a tree. The outline of the tree crown or dripline of a tree corresponds to the root spread. To protect trees during construction, a protective fence should be placed around the drip line of the tree at a minimum. The more room the tree can have the better. The fence reminds people about the sensitive root zone and also protects the tree above ground.



Section 5. Common Pests and Diseases

Some of the common pests and diseases that affect trees in the Breckenridge area are noted below. We have included descriptions of some common symptoms and recommended treatments. Please note that a landscape professional should be consulted to best identify and treat trees that are not doing well.

Pests

Mountain Pine Beetle

Dendroctonus ponderosae or the Mountain Pine Beetle (MPB) is native to the forests of western North America. The MPB develops in pine trees, particularly ponderosa, lodgepole, scotch and limber pines. Outbreaks can kill millions of trees. In early stages of an outbreak, MPB attacks are primarily seen on pine trees which are under stress due to, poor site conditions, overcrowding, root disease or old age. However, as MPB populations increase, most pine trees in the outbreak area may become infected.

Signs and symptoms include; popcorn shaped masses of resin called “pitch tubes” on the trunk. Pitch tubes are generally brown, pink or white in color, boring dust in bark crevices and on the ground around the base of the trunk, evidence of woodpecker feeding, needles turning yellowish to red throughout the entire crown, presence of live MPB (eggs, larvae, pupae and/or adults) as seen in galleries under the bark and bluestained sapwood.

The MPB has a one-year life cycle in Colorado. In early to mid-summer (June-July), adults leave the dead trees where they developed. The beetles will seek out new trees, where they tunnel under the bark to mate. One pair of beetles can produce about 75 eggs. MPB larvae spend the winter under the bark. They continue to feed in the spring and transform into pupae and then into adults in early summer.

Once the MPB infests a tree, nothing practical can be done to save the tree. Enough beetles can emerge from one infested tree to infest multiple trees.

Treatment of infested trees is achieved by cutting and chipping an infested tree before beetles can mature and leave the tree to infest other trees. Preventing the spread of MPB can be achieved through spraying. Spraying should only be done by a professional during the appropriate season (early summer), without wind conditions and not near to any piles of snow or bodies of water. Groundwater contamination is a concern if not done properly. Pheromone bags have also been successful in deterring MPB attacks. Prevention of MPB outbreaks can be achieved through creating healthy forests. Selective thinning to create age diversity in a tree stand helps to create a more resilient forest.

Aphids

Aphidae or Aphids are the most common insect found on plants in the west. Aphids are generally attracted to deciduous trees, shrubs and perennials. Aphids have a very high reproduction rate which makes it easy for a few aphids to become a huge infestation. Aphids pierce and suck a plant, causing significant damage to the plant.

Signs and symptoms include a curling and browning of leaves. Aphids also secrete a substance called "honeydew" which attracts ants. The presence of ants is a sign that aphids are present.

Treatments for aphids include ladybugs, insecticidal soap like Schultz or Safer's and if the infestation is serious a systematic insecticide like Orthene may be applied by a licensed pesticide applicator.

Diseases

Dwarf Mistletoe

Arceuthobium spp. or Dwarf Mistletoe is a common disease for ponderosa, lodgepole, douglas-fir pinon and limber pine. Dwarf Mistletoe are small parasitic flowering plants. The seeds, explode at nearly 60mph, are sticky and attach to any surface that they come in contact with. Seeds adhere to the branches of susceptible trees, germinate and the mistletoe rootlet

penetrates the bark of the tree. Mistletoe spread slowly from tree to tree. The parasite takes water and nutrients from the host tree, killing the tree slowly.

Signs and symptoms include a slight swelling of the bark at the infection site, distorted branching patterns called “witches broom” and yellowing foliage.

Treatment of Dwarf Mistletoe includes pruning infected branches with a sterile sharp tool and tree removal. Once a tree is infected with Dwarf Mistletoe there is no known treatment to remove the parasite. Because the parasite moves slowly, trimming the infected branches can extend the life of the tree.

Cytospora Canker

Cytospora canker is caused by several species of the fungi in the genus *Cytospora*. The disease occurs in shrubs and trees that are injured or slightly stressed. The disease especially affects trees that have root damage, which are often found in areas under construction. The fungus grows in the living bark and kills the tree by girdling the branch or tree. Generally, aspen, cottonwood, poplars, cherry, birch, willow, honeylocust and spruce are affected in the Breckenridge area.

Signs and symptoms of this disease include yellow or orange-brown to black discolored areas on the bark of the trunk and branches. Liquid ooze on aspen is common. Cankers, or sunken dead areas of the bark with black pinhead-sized speckling or pimples may be visible as well. The pimples are the reproductive structures of the fungus. Under moist conditions, masses of spores (seeds) may ooze out of the pimples in long orange, colored, thread-like tendrils. Reddish brown discoloration of the wood and inner bark may also be evident.

Control of the disease can start with preventing stress on a tree. Once infection occurs, the best treatment is to increase plant vigor and sanitation. Remove all infected branches with a sterile sharp tool. If tools are not properly sterilized you can spread the disease to other trees.

Notes: Information included in this Section was obtained from the Colorado State University Cooperative Extension and “Insects and Diseases of Woody Plants of the Central Rockies”.

Special thanks to Ken Sauerberg of Native Landscapes and Megan Testin of Neils Lunceford Nursery for their input on this guide.



MEMORANDUM

TO: Town Council
FROM: Scott Reid, Open Space and Trails Planner
DATE: May 8, 2012
SUBJECT: Resolution to Amend the Town of Breckenridge/ Summit County Government Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)

The Town of Breckenridge and Summit County Government open space programs have a long, cooperative history of open space acquisitions and management. This cooperative relationship has allowed both open space programs to leverage limited open space funds to acquire and manage open space in the Upper Blue Basin.

To formalize this relationship, in March 2011, Town Council and the Board of County Commissioners signed an Intergovernmental Agreement (IGA) to outline each entity's responsibilities regarding open space management. The IGA specifies different roles for each entity on "Jointly Owned" (50/50 ownership) and "Jointly Funded" properties (where one entity provides a contribution of less than 50% to an acquisition).

However, the IGA did not adequately address future property acquisitions. The recent acquisition of the Cucumber Gulch Wedge, among others, has highlighted the need to periodically update the IGA to include both Jointly Owned and Jointly Funded properties on the given lists.

The attached resolution would allow staff to update the lists administratively, once new properties are acquired.

Staff requests Town Council approve the attached resolution, amending the Town of Breckenridge/ Summit County Government Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels). The Summit Board of County Commissioners reviewed the same amendment at its 4/24 meeting, and approved it.

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

1 ***FOR WORKSESSION/ADOPTION – _____***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL
8 AGREEMENT WITH SUMMIT COUNTY CONCERNING JOINTLY OWNED AND
9 JOINTLY FUNDED OPEN SPACE PARCELS

10
11 WHEREAS, the Town of Breckenridge is a home rule municipal corporation organized
12 and existing under Article XX of the Colorado Constitution; and

13
14 WHEREAS, the Summit County is a quasi-municipal corporation organized and existing
15 under the laws of the State of Colorado; and

16
17 WHEREAS, governmental entities are authorized by Article XIV of the Colorado
18 Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one
19 another to provide any function, service, or facility lawfully authorized to each of the co-
20 operating or contracting governmental entities; and

21
22 WHEREAS, the Town and Summit County have previously entered into that
23 “Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)” dated
24 March 2, 2011 (the “IGA”); and

25
26 WHEREAS, the Town and the County desire to amend the IGA; and

27
28 WHEREAS, a proposed “Amendment to Intergovernmental Agreement (Jointly Owned
29 and Jointly Funded Open Space Parcels)” has been prepared, a copy of which is marked **Exhibit**
30 **“A”**, attached hereto, and incorporated herein by reference; and

31
32 WHEREAS, the Town Council has reviewed the proposed amendment, and finds and
33 determines that it should be approved.

34
35 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
36 BRECKENRIDGE, COLORADO, as follows:

37
38 Section 1. The “Amendment to Intergovernmental Agreement (Jointly Owned and
39 Jointly Funded Open Space Parcels)” is approved; and the Town Manager is authorized and
40 directed to execute such document for and on behalf of the Town of Breckenridge.

41
42 Section 2. This resolution is effective upon adoption.

43
44 RESOLUTION APPROVED AND ADOPTED THIS _____ DAY OF _____, 2012.
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TOWN OF BRECKENRIDGE

By _____
John G. Warner, Mayor

ATTEST:

Mary Jean Loufek,
CMC, Town Clerk

APPROVED IN FORM

Town Attorney Date

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

This Amendment to Intergovernmental Agreement (“*Agreement*”) is dated _____, 2012 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”) and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (“*County*”).

WHEREAS, the Parties entered into that “Intergovernmental Agreement (Jointly Owned and Jointly Funded Open Space Parcels)” dated March 2, 2011 (“*Agreement*”); and

WHEREAS, Section 19 of the Agreement provides that the Agreement may be amended by a duly authorized written instrument executed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement as hereafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4 of the Agreement is amended by the addition of the following new Subsection 4.4:

4.4 Periodically throughout the term of this Agreement the Parties shall administratively (and without formal approval of the governing bodies of the Town and the County) update and amend **Exhibit “A”** and **Exhibit “B”** to reflect additional Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded after the date of this Agreement, or Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels disposed of by the Parties pursuant to this Agreement.

2. All capitalized terms used in this Amendment shall have the same meaning as provided in the Agreement.

3. Except as expressly amended by this Amendment the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
John G. Warner, Mayor

ATTEST:

Brian Waldes, Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By:

Chair

ATTEST:

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

800-86\Amendment (03-29-12)

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Page 2 of 2

INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

This Intergovernmental Agreement ("*Agreement*") is dated MARCH 2, 2011 ("*Effective Date*") and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("*Town*") and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO ("*County*"). The Town and the County are sometimes referred to individually as a "*Party*", or together as the "*Parties*."

WHEREAS, the Town is a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the County is a quasi-municipal corporation organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in and around the Town; and

WHEREAS, the County has established a program of acquiring, maintaining, protecting, managing, and preserving public open space lands in the County; and

WHEREAS, the Town and the County each have voter-approved revenue sources dedicated to the acquisition, maintenance, protection, management, and preservation of public open space; and

WHEREAS, the Town and the County believe that there are numerous public benefits to be realized from the acquisition and proper management and use of public open space; and

WHEREAS, prior to the date of this Agreement the Town and the County have jointly acquired numerous open space parcels, and have jointly funded the acquisition of other open space parcels titled solely in the name of either the Town or the County; and

WHEREAS, the Town and the County intend to continue jointly acquiring and jointly funding additional open space parcels in the future; and

WHEREAS, the Town and the County desire to establish certain rules and procedures that will govern their joint acquisition and joint funding of open space parcels in the future, as well as those parcels of open space that have been jointly acquired and jointly funded prior to the date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

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

2. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly requires otherwise:

Act: The Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended throughout the Term of this Agreement.

Acquiring Party: The Party purchasing and holding title to a Jointly Funded Open Space Parcel.

Authorized Representative: A person designated by a Party as having the authority to settle a controversy arising under this Agreement on behalf of such Party.

Contributing Party: The Party that makes a financial contribution toward the purchase of a parcel of Jointly Funded Open Space Parcel, but does not hold title to such parcel.

Defaulting Party: A Party alleged to be in default under this Agreement.

Jointly Acquired Open Space Parcel: Real property jointly paid for by the Town and the County, and titled in the name of both the Town and the County.

Jointly Funded Open Space Parcel: Real property jointly paid for by the Town and the County, but titled solely in the name of either the Town or the County.

Open Space Management Plan: The joint plan or plans, as may be applicable, for the use, maintenance, and management of Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels described in Section 7 of this Agreement, as amended or replaced from time to time throughout the Term of this Agreement.

Non-Defaulting Party: The Party asserting that the other Party is in default under this Agreement.

Open Space Parcel:	A collective term including all Jointly Acquired Open Space Parcels, and those Jointly Funded Open Space Parcels described in the Open Space Management Plan, unless the context clearly indicates otherwise.
Term:	Both the initial term and all renewal terms of this Agreement as described in Section 3.
Will or Will Not:	Terms indicating a mandatory obligation to act or to refrain from acting, respectively, as described in this Agreement.

3. Term.

- 3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided in the event of default or non-appropriation, on December 31, 2011.
- 3.2 On January 1, 2012, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either the Town or the County gives written notice of termination in accordance with the next sentence of this Subsection. Beginning October 1, 2011, either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination prior to October 1st any year. Such notice must be given in the manner provided for in Section 12. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on December 31st following the giving of the notice of termination.

4. Applicability.

- 4.1 This Agreement applies to all Jointly Funded Open Space Parcels and to all Jointly Acquired Open Space Parcels existing as of the date of this Agreement, as well as to all Jointly Funded Open Space Parcels and Jointly Acquired Open Space Parcels acquired or jointly funded by the Parties throughout the Term of this Agreement. Exhibit "A" is a list of properties the Parties have identified as Jointly Funded Open Space Parcels existing as of the Effective Date of this Agreement, and Exhibit "B" is a list of Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. If it is subsequently determined that either Exhibit "A" or Exhibit "B" is incorrect or incomplete, the exhibit will be revised to correctly reflect the listing of all Jointly Funded Open Space Parcels and all Jointly Acquired Open Space Parcels existing as of the Effective Date of this Agreement. The failure to include a particular parcel of land in either Exhibit "A" or Exhibit "B" is not a waiver of either Party's rights (if any) with respect to such parcel.

- 4.2 By separate agreement entered into subsequent to this Agreement the Parties may exclude any Jointly Funded Open Space Parcel or any Jointly Acquired Open Space Parcel from the provisions of this Agreement, or modify this Agreement with respect to any Jointly Funded Open Space Parcel or Jointly Acquired Open Space Parcel.
- 4.3 This Agreement does not apply to any real property owned by either Party that is neither a Jointly Funded Open Space Parcel or a Jointly Acquired Open Space Parcel.
5. Jointly Funded Open Space. The following provisions apply to the acquisition and possible disposition of a Jointly Funded Open Space Parcel.
- 5.1 If the Parties agree to purchase a Jointly Funded Open Space Parcel, they will agree upon:
- (a) the Party who will take title to the Jointly Funded Open Space Parcel;
 - (b) the amount of money that will be contributed by the Contributing Party toward the acquisition of the Jointly Funded Open Space Parcel;
 - (c) the date by which the money will be paid by the Contributing Party to the Acquiring Party; and
 - (d) other matters deemed to be relevant to the acquisition of the Jointly Funded Open Space Parcel.
- 5.2 The Acquiring Party will prepare all contract documents related to the acquisition of the Jointly Funded Open Space Parcel.
- 5.3 The Acquiring Party will pay all closing costs related to the acquisition of a Jointly Funded Open Space Parcel.
- 5.4 Title to a Jointly Funded Open Space Parcel will be taken solely in the name of the Acquiring Party, and any title insurance policy for the Jointly Funded Open Space Parcel will be issued solely to the Acquiring Party.
- 5.5 In exchange for the financial contribution made by the Contributing Party, the Acquiring Party agrees to limit the future use of the Jointly Funded Open Space Parcel to those uses agreed to by the Parties in the Open Space Management Plan. If, for any reason, the Parties are unable to agree on the allowed uses of a Jointly Funded Open Space Parcel, and to the extent the Open Space Management Plan does not specify a permitted use, the Acquiring Party agrees that such parcel may only be used for public open space and recreational purposes, including, but not limited to, hiking, cross-country skiing, bicycling, snow-shoeing, environmental reclamation/remediation, and fishing access. The uses enumerated in the preceding sentence also include related work which may or may not require disturbance of the surface of the property or construction of any structure on the

Property such as the construction or repair of parking areas, trailhead areas, paved bicycle paths, and soft surface trails.

- 5.6 If a Jointly Funded Open Space Parcel is being used by the Acquiring Party for a use or uses other than those described in Subsection 5.5, such action will constitute a default under this Agreement. The provisions of this Subsection 5.6, and not the default provisions of Section 11 of this Agreement, will apply in such circumstance. If the default is not cured within 30 days after written notice of the default is given by the Contributing Party to the Acquiring Party, or if such default cannot be completely cured within such 30 day period, if the Acquiring Party does not commence correcting the default within the 30 day period and thereafter correct the default with due diligence and good faith, the Acquiring Party will, upon demand by the Contributing Party, refund the amount paid by the Contributing Party in connection with the acquisition of the Jointly Funded Open Space Parcel, together with interest calculated at a rate equal to the overall percentage increase (if any) in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items for the Denver-Boulder, Colorado area produced by the Bureau of Labor Statistics, or any successor index, from the month of the payment by the Contributing Party to the month preceding the refund of the such payment by the Acquiring Party. The amount repaid by the Acquiring Party may never be less than the initial payment made by the Contributing Party. The Acquiring Party will make any payment due to the Contributing Party under this Section 5 within 60 days after the demand for payment has been made by the Contributing Party. Upon receipt of all sums due to it, the Contributing Party will execute such documentation as may reasonably required by the Acquiring Party acknowledging receipt of such sums and, except for indemnification obligations under Section 10, releasing all further claims under this Agreement with respect to the Jointly Funded Open Space Parcel.
- 5.7 If this Agreement is terminated for any reason, the obligation of an Acquiring Party to pay the Contributing Party as described in this Section 5 will continue to be enforceable notwithstanding such termination.
- 5.8 If the Acquiring Party trades or sells a Jointly Funded Open Space Parcel, or any portion thereof, to the United States Forest Service, or any other governmental entity, the provisions of Subsection 5.11 do not apply. However, in such event the Acquiring Party shall repay to the Contributing Party the amount paid toward the acquisition of such parcel by the Contributing Party, together with interest on such payment calculated in the manner described in Subsection 5.6
- 5.9 In addition, in the event of such trade or sale the Acquiring Party will not be limited by this Agreement in its use of the real property it receives in the trade or sale.
- 5.10 The Acquiring Party may unilaterally exclude any Jointly Funded Open Space Parcel from the provisions of this Agreement by repaying to the Contributing Party the amount paid toward the acquisition of such land by the Contributing

Party, together with interest on such payment calculated in the manner described in Subsection 5.6

5.11 If, at any time during the Term of this Agreement, an Acquiring Party receives an offer for the purchase of any of its Jointly Funded Open Space Parcels, the Acquiring Party agrees not to accept such offer or make any contract of sale with respect to said parcel without first giving the Contributing Party the right to acquire the Jointly Funded Open Space Parcel upon the same terms and conditions contained in such offer of purchase. The Acquiring Party agrees to give to the Contributing Party written notice of the terms and conditions of such offer in accordance with the provisions of Section 12 and, if the Contributing Party fails to enter into a bona fide contract upon the same terms and conditions as those proposed to the Acquiring Party by the prospective purchaser within 30 days after the giving of such notice, then the Acquiring Party may sell the Jointly Funded Open Space Parcel to the party making the offer. If, for any reason, the Jointly Funded Open Space Parcel is not sold to such party, notice of any subsequent bona fide offer that is acceptable to the Acquiring Party will be given to the Contributing Party upon the same terms and conditions for acceptance or rejection as hereinabove provided. Either party may record appropriate notice of its rights under this Subsection 5.11 in the real property records of the Clerk and Recorder of Summit County, Colorado.

6. Jointly Acquired Open Space. The following provisions apply to the acquisition and possible disposition of a Jointly Acquired Open Space Parcel. We would like to keep the original 50/50 split concept for joint ownership, unless otherwise agreed.

- 6.1 If the Parties agree that a Jointly Acquired Open Space Parcel is to be purchased, then each Party will pay 50% of the purchase price of the Jointly Acquired Open Space, including closing costs, unless otherwise agreed.
- 6.2 The Parties will agree which of them will prepare the contract documents related to the acquisition of the Jointly Acquired Open Space Parcel.
- 6.3 Title to a Jointly Acquired Open Space Parcel will be taken by the Parties as tenants in common with each of the Parties owning an undivided 50% interest in the parcel, unless otherwise agreed.
- 6.4 Without the prior written consent of the other Party, neither Party will seek to partition any Jointly Acquired Open Space Parcel. This restriction will survive the termination of this Agreement, and continue to be enforceable thereafter in perpetuity.
- 6.5 No Jointly Acquired Open Space Parcel may be sold except by the mutual agreement of the Parties. The terms and conditions of any such sale shall be set forth in a written contract approved by both Parties. Such contract will provide for an agreed allocation of the net proceeds of the sale between the Parties.

- 6.6 If any parcel of Jointly Acquired Open Space is condemned by a party having the lawful authority to do so, all landowner compensation, attorneys' fees, and costs awarded or agreed to in connection with such condemnation action will be divided equally between the Parties, unless otherwise agreed.
- 6.7 All matters related to the use, maintenance, and management of all Jointly Acquired Open Space Parcels will be determined by mutual agreement of the Parties in the Open Space Management Plan described in Section 7.

7. Open Space Management Plan.

7.1 From time to time throughout the Term of this Agreement the Parties will develop, approve, fund, and implement one or more Open Space Management Plans for the use, maintenance, and management of:

- (a) all Jointly Acquired Open Space Parcels; and
- (b) those Jointly Funded Open Space Parcels that the Parties agree to include in the plan.

The Open Space Management Plans will be approved by the governing bodies of both Parties and will be the controlling agreement for the use, maintenance and management of all Jointly Acquired Open Space Parcels and those Jointly Funded Open Space Parcels included in the plan, unless the plan is modified by mutual agreement of the Parties. If there is a conflict between the terms of the Open Space Management Plans and this Agreement, the terms of this Agreement shall control.

8. Insurance.

8.1 Required Insurance. Throughout the Term of this Agreement the Town and the County will each procure and maintain the following minimum insurance coverages:

- (a) workers' compensation insurance to cover obligations imposed by applicable laws for any employee of the Town or County (as applicable).
- (b) general liability insurance with limits of liability not less than the limits of liability established from time to time by the Act. The policy must include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

Such coverages will be procured and maintained with forms and insurers reasonably acceptable to the other Party. All coverage will be continuously maintained throughout the Term of this Agreement. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverage.

- 8.2 Deductibles. The Town and the County are each solely responsible for any deductible amounts required to be paid under their own required insurance policies described in Subsection 8.1.
- 8.3 Insurance Certificate. Each Party shall provide the other Party with a certificate of insurance evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Such certificates shall be provided within 10 days of the Effective Date of this Agreement, and on each renewal or replacement of the required insurance policies throughout the Term of this Agreement. The completed insurance insurances will be sent to the Parties at the addresses provided in Section 12.
- 8.4 Open Space Not To Be Open To Public Use If No Insurance Coverage. If at any time during the Term of this Agreement either the Town or the County fails to procure or maintain policies providing the required coverages, conditions, and minimum limits set forth above, no public use of any Jointly Acquired Open Space Parcel will be permitted until such time as the required insurance policies have been obtained. The failure of a Party to produce a certificate of insurance evidencing that policies providing the required coverages, conditions, and minimum limits are in full force and effect within 10 days of a written demand by the other Party shall create a presumption that the required insurance policies are not in full force and effect. This Subsection 8.4 shall not be deemed to create a duty by either the Town or County to patrol or enforce any closure of a Jointly Acquired Open Space Parcel.
9. Governmental Immunity. The Parties are each relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other limitation, right, immunity, defense or protection otherwise available to Town and the County, and their officers, representatives, agents and employees.
10. Mutual Indemnification.
- 10.1 Indemnification By Town. The Town will indemnify and defend the County, its officers, employees, insurers, and self-insurance pool 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, arising out of or in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:
- (a) the negligence or intentional wrongful act of the Town, or any officer, employee, representative or agent of the Town; or

- (b) the Town' s breach of this Agreement,

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

- 10.2 Indemnification By County. The County will indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool 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, arising out of or in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligence or intentional wrongful act of the County, or any officer, employee, representative or agent of the County; or
- (b) the County' s breach of this Agreement,

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

- 10.3 Indemnity Subject To Act. The obligation of a Party to indemnify and defend the other Party pursuant to this Section 10 is expressly subject to any applicable limitation or provision of the Act or any other law providing similar limitations or protections.

- 10.4 Indemnity For Worker' s Compensation Claims.

- (a) The Town will indemnify and defend the County with respect to any claim, damage, or loss arising out of any worker' s compensation claim of any employee of the Town.
- (b) The County will indemnify and defend the Town with respect to any claim, damage, or loss arising out of any worker' s compensation claim of any employee of the County.

10.5 Survival. The obligation of a Party to indemnify and defend the other Party pursuant to this Section 10 will survive the termination of this Agreement, and will continue to be enforceable thereafter until such obligations are fully performed.

11. Default; Resolution Of Disputes.

11.1 Default. A default will exist under this Agreement if any Party violates any covenant, condition or obligation required to be performed hereunder. If any Party fails to cure such default within 20 business days after another Party gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. In the event of a default not capable of being cured within 20 business days, a Defaulting Party will not be in default hereunder if it commences curing the default within 20 business days after receipt of written notice of default from the Non-Defaulting Party, and thereafter cures such default with due diligence and in good faith. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of any Party to invoke the remaining provisions of this Section 11.

11.2 Negotiation. Either Party may give the other Party written notice of any dispute arising out of or related to this Agreement that is not resolved in the normal course of business. The Parties will attempt in good faith to resolve any such dispute promptly by negotiations between the Parties' Authorized Representatives. Within 15 business days after receipt of said notice, Authorized Representatives will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 60 business days of the notice of dispute, or if the Parties fail to initially meet within 15 business days, either Party to the dispute may initiate mediation of the controversy as provided below.

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

11.4 Arbitration. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof, which has not been resolved by the methods set forth above within 60 business days of the initiation of mediation, will be finally settled by binding arbitration conducted expeditiously in accordance with the commercial arbitration rules of the American Arbitration Association (or other rules as may be agreed to by the Parties) by a sole arbitrator. The place of arbitration will be Breckenridge, Colorado. The arbitrator is not empowered to award damages in excess of compensatory damages.

- 11.5 Provisional Remedies. The procedures specified in this Section 11 are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section 11.
- 11.6 Performance To Continue. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.
- 11.7 Extension Of Deadlines. All deadlines specified in this Section may be extended by mutual agreement.
- 11.8 Costs. Each Party will pay its own costs with respect to negotiation and mediation. The prevailing Party in any arbitration or provisional judicial relief is entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorney fees in connection with such arbitration or provisional judicial relief.
12. Notices. All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies directed as follows:

If intended for Town to:

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

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

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

If intended for County, to:

Board of County Commissioners
P.O. Box 68
Breckenridge, Colorado 80424
Attn: Gary Martinez, County Manager
Telephone number: (970)453-3401
Telecopier number: (970)453-3535

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

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

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

13. Annual Appropriation.

13.1 Town Appropriation. Notwithstanding anything herein contained to the contrary, the Town's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council of the Town of Breckenridge in an amount sufficient to allow Town to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 12. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

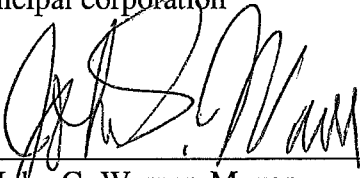
13.2 County Appropriation. Notwithstanding anything herein contained to the contrary, the County's obligations under this Agreement are expressly subject to an annual appropriation being made by the Board of County Commissioners of Summit County, Colorado in an amount sufficient to allow the County to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this

Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 12. The County's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

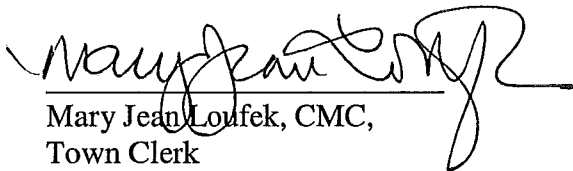
14. Third Parties. This Agreement does not confer upon or grant to any third party any right to claim damages or to bring suit, action, or other proceeding against either the Town or the County because of any breach of this Agreement, or because of any of the terms, covenants, agreements and conditions contained in this Agreement.
15. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by either Party waiving its rights.
16. Independent Contractor. In connection with this Agreement each of the Parties acts as an independent contractor (and not an agent or employee of the other Party), without the right or authority to impose tort or contractual liability upon the other Party.
17. Applicable Law. This Agreement will be interpreted in all respects in accordance with the laws of the State of Colorado.
18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement, and supersedes any prior agreement or understanding relating thereto.
19. Amendment. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this Agreement is allowed.
20. Severability. If any of the provisions of this Agreement are declared by a final, non-appealable judgment court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.
21. Section Headings. Section and subsection headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.
22. Authority. The individuals executing this Agreement on behalf of each of the Parties represent to the other Party that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.
23. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

- 24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successor governing boards.
- 25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been approved by the governing bodies of both the Town and the County, or by such persons as has the power to approve this Agreement on behalf of the Town and the County.

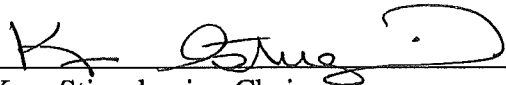
TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: 
John G. Warner, Mayor

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY, COLORADO

By: 
Karn Stiegelmeier, Chair



ATTEST:

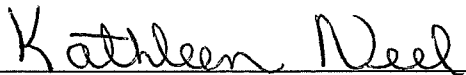

Kathleen Neel, Clerk and Recorder, and ex-officio
clerk to the Board of County Commissioners

EXHIBIT "A"
 TO
 INTERGOVERNMENTAL AGREEMENT
 (Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Funded Open Space Parcels

Parcel Name or Description	Acquiring Party	Contributing Party	Acquisition Price	Amount of Contributing Party's Contribution
Cucumber Gulch	TOB	SC	\$4,750,000	\$475,000
Curtis Property	TOB	SC	\$125,000	\$12,500
Fourmile Bridge	SC	TOB	\$250,000	\$25,000
Jumbo Mill Site	SC	TOB	\$94,720	\$35,000
MBJ Parcel	TOB	SC	\$1,650,000	\$200,000
Sawlog and Wonderful Placer	SC	TOB	\$225,000	\$56,030

EXHIBIT "B"
TO
INTERGOVERNMENTAL AGREEMENT
(Jointly Owned and Jointly Funded Open Space Parcels)

List of Jointly Acquired Open Space Parcels

Parcel Name or Description	Acquisition Price	Date	Acres
B&B Mining Claims (includes Cobb & Ebert)	\$9,000,000	5/05	1683.00
Barney Ford Woods East/Williams	\$191,105	1/02	16.3
Barney Ford Woods West/Betz	Land Exchange	1/01	47.2
Black Gulch	\$78,968	8/01	19.74
Brill Wetlands	\$320,000	1/09	14.5
Browns Gulch/Star Placer East Claims - Robertson	\$353,500	6/07	50.50
Bruns	\$15,000	7/01	7.1
Camp Bird	\$60,000	12/08	5.16
Carpenter Placer	\$496,000	12/99	153.69
Claims W. of Lincoln Meadow/Hardwick	\$120,000	6/00	32.96
Cleopatra Lodes & Summit Gulch	\$133,076	6/04	35.02
Cucumber Gulch Overlook	Donation	12/00	1.04
Dash Warren/John Shock Claims	\$17,670	8/04	4.65
Detroit Placer	\$202,000	12/98	80.81
Galena Gulch (portion)/Morris	\$46,950	11/03	15.65
Galena Mining Claims/Richards	\$76,000	10/01	38.04
Golden Gate Placer	\$300,000	10/97	148.13
Ironside and Gold Bug Lodes	\$144,480	4/09	10.32
Loma Verde Lots 38-41, 44-50	\$62,500	6/04	10.75
Loma Verde Lots 42&43	\$60,000	2/11	1.95
July Lode	\$72,240	4/09	5.16
Key West	Donation	10/01	5.16
Kipp/East of Gold Run Gulch	\$3,759	10/01	1.79
Lewis	\$135,000		
Levy/E. of Gold Run Gulch	\$8,400	10/01	4.00
Middle Fork Swan & Quandary/Sts John Mining Co	\$38,363	7/02	25.58
Mission Enterprises/E. of Gibson Gulch Claims	\$26,750	8/01	10.70
MJ Lode Claim	\$6,105	3/04	4.07

Mt. Guyot Claims	\$38,730	7/02	25.82
Munshaw/ E. of Gold Run Gulch	\$158,000	1/07	14.33
North and Middle Forks of the Swan/Essex	\$584,850	6/01	389.90
Parkville Phase I	\$500,000	8/02	19.77
Parkville Phase II	\$500,000	1/03	17.91
Parkville Phase III	\$1,290,000	4/01	164.95
Parkville Parcels 1, 2, Cemetery	Donation	4/01	7.35
Quandary Village Lots	\$480,000	8/08	12.02
Ravan Lode	\$15,480	10/08	5.11
Ridge #1 Lode	\$18,960	6/04	4.74
Royal Placer	\$315,000	8/10	24.72
Scott and Jason Lodes	\$25,000	10/09	10.32
Storms Placer	\$140,000	12/10	40.28
Summit Gulch Claims/Robinson	\$112,400	7/01	56.20
Swan River Valley Lot 12	\$350,000	2/09	12.28
White Cloud	\$60,000	12/08	5.15
White Top Claims	\$7,740	9/03	5.16

MEMO

TO: Town Council

FROM: Town Attorney

RE: Resolution Ratifying Agreement to Jointly Purchase Parcel With Summit County Government

DATE: April 25, 2012 (for May 8th meeting)

The Council previously agreed to participate with Summit County in the acquisition of the ±1.604 acre parcel in the McDill Placer owned by the Upper Blue Sanitation District. Under the terms of the deal, the Town is to acquire a 50% interest in the property at a cost of \$8,750. The County will acquire the remaining 50% interest in the property.

A purchase agreement for the property has been prepared and executed by the Town Manager, and it is necessary for the Council to ratify his signing of the agreement.

Enclosed with this memo is a resolution to ratify the Town Manager's signature on the purchase agreement.

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

1 ***FOR WORKSESSION/ADOPTION – MAY 8***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION RATIFYING AND APPROVING A REAL ESTATE OPTION
8 AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE, THE BOARD OF COUNTY
9 COMMISSIONERS OF SUMMIT COUNTY, AND THE UPPER BLUE SANITATION
10 DISTRICT
11 (Part of the McDill Placer)

12
13 WHEREAS, the Town of Breckenridge and the Board of County Commissioners of
14 Summit County (“**County**”) desire to enter into an Option Agreement granting to the Town and
15 the County the right and option to acquire the interest of the Upper Blue Sanitation District in a
16 1.604 acre portion of the McDill Placer, located in Section 1 of Township 8 South, Range 78
17 West in Summit County, Colorado; and

18
19 WHEREAS, an Option Agreement between the Town, the County, and the Upper Blue
20 Sanitation District has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto
21 and incorporated herein by reference (“**Agreement**”); and

22
23 WHEREAS, the Town Council has reviewed the proposed Agreement, and finds and
24 determines that it would be in the best interests of the Town and its residents for the Town to
25 enter into the proposed 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; and

29
30 WHEREAS, the Agreement has previously been executed by the Town Manager, and it
31 necessary and appropriate for the Town Council to ratify the previous execution of the
32 Agreement by the Town Manager.

33
34 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
35 BRECKENRIDGE, COLORADO, as follows:

36
37 Section 1. The Option Agreement between the Town, the County, and the Upper Blue
38 Sanitation District (**Exhibit “A”** hereto) is approved, and the Town Manager’s previous
39 execution of such Option Agreement for and on behalf of the Town of Breckenridge is ratified,
40 confirmed, and approved.

41
42 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
43 appropriate to do so, the Town Manager is hereby authorized, empowered and directed to give
44 notice of the exercise of the option granted to the Town by said Agreement prior to the deadline
45 provided for in the Agreement, and thereafter to take all necessary and appropriate action to

1 close the purchase of the real property contemplated by the Agreement. In connection therewith,
2 the Town Manager shall have full power and authority to do and perform all matters and things
3 necessary to the purchase and acquisition of the property described in the Agreement, including
4 but not limited to the following:

- 5
6 1. The making, execution and acknowledgment of extension
7 agreements, settlement statements, closing agreements and
8 other usual and customary closing documents;
- 9
10 2. The acceptance of delivery of the deed for the Town's
11 interest in subject real property;
- 12
13 3. The recording of the deed for the Town's interest in the
14 subject property with the Summit County Clerk and
15 Recorder; and
- 16
17 4. The performance of all other things necessary to the
18 acquisition of the subject property by the Town.

19
20 Section 3. This resolution is effective upon adoption.

21
22 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.

23
24 TOWN OF BRECKENRIDGE

25
26
27
28 By: _____
29 John G. Warner, Mayor

30
31 ATTEST:

32
33
34
35 _____
36 Brian Waldes, Town Clerk

37
38 APPROVED IN FORM

39
40
41
42 _____
43 Town Attorney date

44
45
46 600-228\Ratification Resolution (04-25-12)

OPTION AGREEMENT

Date: April 3, 2012

SELLER: Upper Blue Sanitation District
Robin Theobald, President
c/o Andrew Carlberg, Manager
acbrecksan@aol.com
P.O. Box 1216
Breckenridge, CO 80424

PURCHASER: Board of County Commissioners of Summit County, Colorado (undivided 50% interest)
P.O. Box 68
Breckenridge, CO 80424

Town of Breckenridge (undivided 50% interest)
P.O. Box 168
Breckenridge, CO 80424

(Collectively referred to as "*Purchaser*")

In consideration of the sum of \$100.00 (One hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase a 1.604 acre portion of the McDill Placer located in Section 1 of Township 8 South, Range 78 West, in Summit County, Colorado; and as more particularly described in the deed recorded at Reception Number 337064 in the office of the Summit County Clerk and Recorder.

Together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition, as is, where is, and with all faults (collectively the "*Property*").

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before May 16, 2012 (*Notification Date*) which notice must be in writing and sent by fax, email with return receipt, registered or certified mail or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$17,500.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement.

\$500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment shall be deposited in escrow with a title company with offices in Summit County chosen by Seller when the purchase notice is given and shall be paid to Seller at the time of closing.

\$16,900.00 plus closing costs to be split equally between Seller and Purchaser, in funds that comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

If the Option is not exercised on or before the Notification Date, the option money paid hereunder shall not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate.

In the event the option is exercised, the Property shall be transferred and the closing shall take place upon the following terms and conditions:

1. The purchase price shall include all minerals appurtenant to the Property and owned by Seller.
2. Seller shall furnish to Purchaser, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents prior to closing. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract and demand and receive the return of all monies paid hereunder.
3. Seller shall furnish, at Seller's expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at Purchaser's expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property.
4. The date of closing shall be on or before June 15, 2012. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement.
5. Seller shall convey the Property to Purchaser by special warranty deed, free and clear of all taxes except for taxes for the year of closing, but subject to all other liens, encumbrances, easements, rights-of-way, restrictions, mineral reservations, and other matters that are of record or that are indicated by any survey provided to Purchaser or by a visual inspection of the Property. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph 5, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
6. Purchaser represents to Seller that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser. Seller represents to Purchaser that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property by Seller. In the event a claim for such commission is made, the party that allegedly retained the claimant shall be solely responsible for payment of the commission and/or defense of the claim.
7. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchaser.
8. During the term of this Contract the Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations,

feasibility studies and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries.

9. Seller represents that there is a leach field on the Property which Seller used for phosphorus removal but that leach field is no longer operational. Prior to closing, seller will remove all surface plumbing structures and backfill all manholes. Purchase is subject to a Phase I environmental assessment of hazardous substances satisfactory to Purchaser being completed at Purchaser's discretion and expense, prior to closing, and a finding that there are no hazardous substances on the Property. If notice is not provided to Seller by Purchaser on or before five days prior to closing then this provision shall be deemed to have been met or waived.
10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefore, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefore. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract or damages, or both. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before April 20, 2012. Scanned signatures or signatures sent by telefax are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Seller shall not be obligated to cure any unsatisfactory title condition or environmental condition pertaining to the Property that is identified by Purchaser pursuant to Paragraphs 2 or 9 above. Purchaser's remedy for any such unsatisfactory condition that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

(Signatures on following page)

PURCHASERS
Board of County Commissioners of Summit County, Colorado

By: _____
Gary Martinez, County Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

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

Notary Public

PURCHASERS
Town of Breckenridge

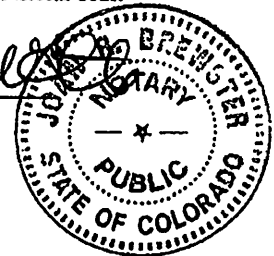
By: _____
Timothy J. Gagen, Town Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 3rd day of April, 2012, by Timothy J. Gagen as Town Manager of the Town of Breckenridge.

My commission expires 5/3, 2015. Witness my hand and official seal.

Scott R. Beeler
Notary Public



SELLER

[Handwritten signature of Robin Theobald]

Breckenridge Sanitation District
Robin Theobald, President

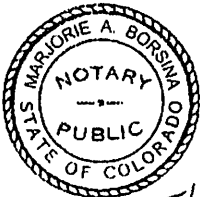
Attested by:

[Handwritten signature of Timothy Casey]
Timothy Casey, Secretary

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 19th day of April, 2012, by Robin Theobald as President of the Upper Blue Sanitation District.

My commission expires May 19, 2016. Witness my hand and official seal.



[Handwritten signature of Marjorie A. Borzina]
Notary Public

My Commission Expires 5/19/16

MEMO

TO: Town Council

FROM: Town Attorney

RE: Resolution Ratifying Agreement to Jointly Purchase Parcel With Summit County Government

DATE: April 30, 2012 (for May 8th meeting)

The Council previously agreed to participate with Summit County in the acquisition of the ±5.16 acre Juventa Lode claim as open space. Under the terms of the deal, the Town is to acquire a 50% interest in the property at a cost of \$13,200. The County will acquire the remaining 50% interest in the property.

A purchase agreement for the property has been prepared and executed by the Town Manager, and it is necessary for the Council to ratify his signing of the agreement.

Enclosed with this memo is a resolution to ratify the Town Manager's signature on the purchase agreement.

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

1 ***FOR WORKSESSION/ADOPTION – MAY 8***

2
3 A RESOLUTION

4
5 SERIES 2012

6
7 A RESOLUTION RATIFYING AND APPROVING THE TOWN MANAGER’S SIGNING OF
8 AN ASSIGNMENT OF PARTIAL INTEREST IN REAL ESTATE OPTION AGREEMENT
9 WITH SUMMIT COUNTY, COLORADO
10 (Juventa Lode, MS #5399)

11
12 WHEREAS, Summit County, Colorado, acting by and through the Board of County
13 Commissioners (“**County**”), has entered into an Option Agreement granting to the County the
14 right and option to acquire the interests of Leslie Winfield and Susan Winfield in the Juventa
15 Lode, M.S. #5399, in Summit County, Colorado (“**Option Agreement**”); and

16
17 WHEREAS, the Town desires to obtain a partial assignment of the County’s rights under
18 the Option Agreement so that the Town can jointly acquire with the County the real property
19 described in the Option Agreement; and

20
21 WHEREAS, a proposed “Assignment of Partial Interest in Option Agreement” between
22 the Town and the County has been prepared, a copy of which is marked **Exhibit “A”**, attached
23 hereto and incorporated herein by reference (“**Assignment**”); and

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

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

31
32 WHEREAS, the proposed Assignment has previously been executed by the Town
33 Manager, and it necessary and appropriate for the Town Council to ratify the previous execution
34 of the Agreement by the Town Manager.

35
36 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
37 BRECKENRIDGE, COLORADO, as follows:

38
39 Section 1. The “Assignment of Partial Interest in Option Agreement” between the Town
40 and Summit County, Colorado, acting by and through the Board of County Commissioners
41 (**Exhibit “A”** hereto) is approved, and the Town Manager’s previous execution of such
42 document for and on behalf of the Town of Breckenridge is ratified, confirmed, and approved.

43
44 Section 2. At such time as the Town Manager is advised by the Town Attorney that it is
45 appropriate to do so, the Town Manager is hereby authorized, empowered and directed to take all
46 necessary and appropriate action to close the purchase of the real property contemplated by the

1 Assignment of Partial Interest in Option Agreement. In connection therewith, the Town Manager
2 shall have full power and authority to do and perform all matters and things necessary to the
3 purchase and acquisition of the property described in the "Assignment of Partial Interest in
4 Option Agreement", including, but not limited to, the following:

- 5
- 6 1. The making, execution, and acknowledgment of extension
7 agreements, settlement statements, closing agreements and
8 other usual and customary closing documents;
- 9
- 10 2. The acceptance of delivery of the deed for the Town's
11 interest in subject real property;
- 12
- 13 3. The recording of the deed for the Town's interest in the
14 subject property with the Summit County Clerk and
15 Recorder; and
- 16
- 17 4. The performance of all other things necessary to the
18 acquisition of the subject property by the Town.
- 19

20 Section 3. This resolution is effective upon adoption.

21
22 RESOLUTION APPROVED AND ADOPTED THIS ____ DAY OF _____, 2012.

23
24 TOWN OF BRECKENRIDGE

25
26
27 By: _____
28 John G. Warner, Mayor

29
30 ATTEST:

31
32
33 _____
34 Brian Waldes, Town Clerk

35
36 APPROVED IN FORM

37
38
39 _____
40 Town Attorney date

41
42
43 600-231\Resolution (04-27-12)
44

Assignment of Partial Interest in Option Agreement

This Assignment of Partial Interest in Option Agreement (“*Assignment*”) is dated _____, 2012 and is between SUMMIT COUNTY, COLORADO, acting by and through its Board of County Commissioners (“*County*”) and the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“*Town*”).

WHEREAS, the County entered into that Option Agreement with Leslie Winfield and Susan Winfield dated April 2, 2012 (“*Option Agreement*”); and

WHEREAS, pursuant to the Option Agreement the County obtained the option to purchase the following real property located in Section 34 of Township 6 South, Range 77 West in Summit County, Colorado, more particularly described as:

The Juventa Lode, MS# 5399

(“*Property*”)

and

WHEREAS, the Town desires to obtain an assignment of a partial interest in the Option Agreement so that at closing the Town and the County will acquire the Property as tenants in common with the County owning an undivided fifty percent (50%) interest and the Town owning an undivided fifty percent (50%) interest; and

WHEREAS, the County is willing to assign to the Town a partial interest in its option to purchase the Property in accordance with, and subject to, the terms, conditions and provisions of this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Partial Assignment of Option. For Fifty Dollars (\$50.00), the receipt and sufficiency of which is hereby acknowledged, the County hereby assigns, transfers, and conveys to the Town the right to purchase an undivided fifty percent (50%) interest the Property pursuant to the Option Agreement and this Assignment. The Town hereby accepts such partial assignment, and agrees to be bound by the terms and conditions of the Option Agreement with the same force and effect as if it had originally executed the Option Agreement.

2. Financial Obligations. At closing, Town will pay Thirteen Thousand Two Hundred Dollars (\$13,200.00) toward the purchase price of the Property, plus fifty percent (50%) of all closing costs incurred in connection with the purchase of the Property. County will pay the balance of the purchase price for the Property, together with the fifty (50%) of the closing costs incurred in connection with the purchase of the Property. The parties will equally pay the cost of the owner’s title insurance policy.

3. Title To the Property. Title to the Property will be taken such that the Town and the County are tenants in common with the Town owing an undivided fifty percent (50%)

interest and County owing an undivided fifty percent (50%) interest in the Property. The form of the deed of conveyance for the Property must be acceptable to counsel for both the Town and the County.

4. No Partition. Following closing, neither party will seek to partition the Property. This agreement will survive the closing and delivery of the deed to the Property.

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

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

7. Binding Effect. This Assignment is binding upon, and inures to the benefit of the parties, and their respective successors and assigns.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Timothy J. Gagen, Town Manager

ATTEST:

Brian Waldes, Town Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

By _____
Gary Martinez, County Manager

ATTEST:

Clerk and Recorder,
Summit County, Colorado;
ex officio Clerk of said Board

OPTION AGREEMENT

Date: April 2, 2012

SELLER: Leslie L. Winfield
Susan Winfield
9340 Hickam Ave
Las Vegas, NV 89129-2644

PURCHASER: Board of County Commissioners of Summit County, Colorado
P.O. Box 68
Breckenridge, CO 80424

In consideration of the sum of \$100.00 (One hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase the following real estate located in Section 34 of Township 6 South, Range 77 West, 6th Prime Meridian in the County of Summit, Colorado, to wit:

The Juventa Lode, MS# 5399

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition and free of encumbrances, except as herein provided (collectively the "Property").

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before **April 27, 2012** (Notification Date) which notice must be in writing and sent by email with read receipt, registered or certified mail, or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$26,400.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement.

\$500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment will be deposited in escrow with a title company with offices in Summit County chosen by Seller when purchase notice is given and shall be paid to Seller at the time of closing.

\$25,800.00 plus closing costs customarily split equally between Seller and Purchaser; to be paid by Purchaser at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

If the Option is not exercised on or before the Notification Date, the option money paid hereunder will not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate:

In the event the option is exercised, the Property will be transferred and the closing will take place upon the following terms and conditions:

1. The purchase price shall include all minerals appurtenant to the Property and owned by Seller.
2. Seller will furnish to Purchaser, at ^{Purchaser's} ~~Seller's~~ expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser, at ^{Purchaser's} ~~Seller's~~ cost, along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents prior to closing. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract and demand and receive the return of all monies paid hereunder. SKW
3. Seller will furnish, at ^{Purchaser's} ~~Seller's~~ expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at ^{Purchaser's} ~~Seller's~~ expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property. SKW
4. The date of closing shall be on or before **May 17, 2012**. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement. The title company's costs of performing the closing shall be split equally between Purchaser and Seller.
5. Seller shall convey merchantable title to the Property by a good and sufficient special warranty deed, free and clear of all taxes and encumbrances, except as provided for in Paragraph 7 below. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph number 5, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
6. Any real estate commission due upon the sale of the Property to Purchaser shall be paid by Seller. Purchaser represents to Seller that it is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser.
7. At the time of closing on the Property, Seller shall warrant that the Property is free and clear of any liens, encumbrances and other matters, except for easements, rights-of-way, restrictions and mineral reservations accepted by Purchaser pursuant to Paragraph 2 above, and except for taxes and assessments for the year of closing. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchaser.
8. During the term of this Contract the Purchaser, its agents, employees, contractors, and engineers, shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. Within a reasonable time after such entries Purchaser shall, to the extent practicable, restore the Property to its prior condition. The Purchaser agrees to indemnify and save the Seller harmless from all claims arising by reason of such entries.
9. Seller represents that Seller has no knowledge of any hazardous materials or environmental contamination on the Property. Purchase is subject to a Phase I environmental assessment

satisfactory to Purchaser of hazardous substances and conditions being completed by Purchaser or its agent at Purchaser's expense prior to closing, and a finding that there are no hazardous substances or conditions on the Property. If notice is not provided to Seller by Purchaser on or before five days prior to closing then this provision shall be deemed to have been met.

10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefor, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefor. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract or damages, or both. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before **April 11, 2012**. Signatures by telefax or electronic signatures are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Seller shall not be obligated to cure any unsatisfactory title condition or environmental condition pertaining to the Property that is identified by Purchaser pursuant to Paragraphs 2 or 9 above. Purchaser's remedy for any such unsatisfactory condition that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

[Signatures on Following Pages]

PURCHASER

Board of County Commissioners of Summit County, Colorado

By: *Gary Martinez*
Gary Martinez, County Manager
Date: 4/2/2012

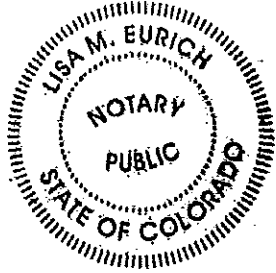
Approved as
to form

[Signature]
Legal

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this 2nd day of April, 2012, Gary Martinez, as County Manager of Summit County, Colorado.

My commission expires August 30, 2015, _____, Witness my hand and official seal.



[Signature]
Notary Public

SELLER

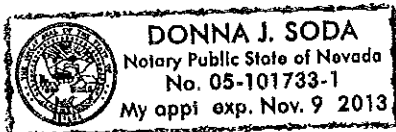
Leslie L. Winfield

By: *Leslie L. Winfield*
Leslie L. Winfield

STATE OF NEVADA)
)
County of CLARK)

The foregoing instrument was acknowledged before me this 6 day of APRIL, 2012, by Leslie Winfield.

My commission expires November 9, 2013, Witness my hand and official seal.



Donna J. Soda
Notary Public

SELLER
Susan Winfield

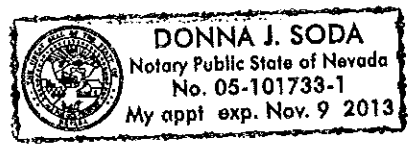
By: *Susan Winfield*
Susan Winfield

STATE OF NEVADA)
County of CLARK)

The foregoing instrument was acknowledged before me this 6 day of APRIL, 2012, by Susan Winfield.

My commission expires November 9, 2013. Witness my hand and official seal.

Donna J. Soda
Notary Public



MEMORANDUM

To: Town Council

From: Peter Grosshuesch

Date: May 2, 2012

Re: Town Council Consent Calendar from the Planning Commission Decisions of the May 1, 2012, Meeting.

DECISIONS FROM THE PLANNING COMMISSION AGENDA OF May 1, 2012:

CLASS C APPLICATIONS:

1. Palomo Building Change of Use PC#2012029, 105 North Main Street
Change of use to existing mixed use building from general commercial (retail/office) use to a “snack-bar/deli” for use as a pommes frites (French fries) bar with on-site seating. Approved.
2. Roedel Residence Addition PC#2012030, 219 Byron Court
Addition to existing single family residence to create a total of 6 bedrooms, 8 bathrooms, 5,863 sq. ft. of density and 6,631 sq. ft. of mass for a F.A.R. of 1:11.90. Approved.

CLASS B APPLICATIONS:

None

CLASS A APPLICATIONS:

None

PLANNING COMMISSION MEETING

The meeting was called to order at 7:05 p.m.

ROLL CALL

Kate Christopher Dan Schroder
Gretchen Dudney Michael Rath Trip Butler
Gary Gallagher, Town Council Liaison

Dave Pringle and Jim Lamb were absent.

APPROVAL OF MINUTES

With no changes, the April 17, 2012 Planning Commission meeting minutes were approved unanimously (5-0).

APPROVAL OF AGENDA

With no changes, the May 1, 2012 Planning Commission meeting agenda was approved unanimously (5-0).

CONSENT CALENDAR:

- 1) Palomo Building Change of Use (MM) PC#2012029, 105 North Main Street
- 2) Roedel Residence Addition (MGT) PC#2012030, 219 Byron Court

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

TOWN COUNCIL UPDATE:

Mr. Gary Gallagher, Town Council Liaison, introduced himself and updated the Commission on what the Council is currently working on.

1. Three new appointees for BOSAC
2. Rodeo—the Council has approved moving forward with certain conditions for the event; were looking to make it 10 evenings (5 weeks), requiring a refundable deposit assuming all conditions are met; land shouldn't be given for nothing—suggestion to share the cash flow.
 - a. Mr. Schroder: Likes that the Town is going to support this (Mr. Gallagher: The Town got over 200 emails about this event; once the event is over in August, the Town will go back and do a survey of businesses and residents who live near the site.)
3. Town and County have agreed upon the architectural firm for the Harris Street CMC building—they will also study feasibility of a library in building along with secondary uses.
4. Riverwalk Center—looking at current program but potentially expanded program and uses for the facility; what are the needs within and without to support current and potential uses?
 - a. Mr. Schroder: Glad to hear that the group is thinking beyond just the building—internally and externally.
5. Public Works—IGA with CDOT on the roundabout will be moving forward (4 O'clock Rd.)
 - a. Ms. Dudney: Why a roundabout? (Mr. Gallagher: The traffic particularly builds up the winter and gets extremely backed up; you get better traffic flow with the roundabout; putting in a traffic light would limit the traffic movement. They are also going to figure out a way to make pedestrian crossing safer within that area.

WORKSESSIONS:

- 1) Pastor's House Restoration, Rehabilitation, Addition, Local Landmarking (MM) PC#2012031, 106 South Harris Street

Mr. Mosher presented a proposal to restore and add a full basement to the historic house, move the historic shed, and build a one-story addition to the south rear portion (attached to the existing non-historic portion of the house.)

Mr. Mosher explained that Policy 80A required connector links in three cases. 1. When the above ground density exceeds the standard 9 UPA, 2. When the masses of modules exceed that which is required in the Character Area, and 3. When the proposed addition is greater than 50% of the primary existing structure.

The average module size of historic homes in this Character Area is 1,500 square feet. With the total above ground density proposed at 2,120 square feet, the project needs to be broken into smaller modules. The back of the existing house has an existing non-historic addition with an east facing bay window.

The plans show that, after the removal of the bay window, the new addition and the historic shed (after being moved) will be attached to this non-historic portion without all of the required criteria as described in Priority Policy 80A (design of connector links).

The newly submitted drawing show that one portion of the addition generally meets the intent of Policy 80A. The connection of the historic barn does not.

The barn is currently located over the east property line beside the house in the Town alley and is proposed to be moved to accommodate the proposed addition. The architect/agent is showing the barn moved away from the south corner of the lot to the north corner, moved 22-feet and behind the house. Staff would recommend negative points at development review for moving the shed. The historic barn would no longer be a separate out-building and would become a part of the main house. Though the barn will have better exposure of the south wall, the historic outhouse will no longer be visible. Staff is not supportive of connecting the barn to the main house as shown. Does the Commission concur?

With this proposal, we are seeing the proposed addition to the historic house resulting in the shed being moved 22-feet north, connected to the house and the new addition proposed without connector elements. Staff asks the Commission to answer the following questions based on the Development Code:

1. Did the Commission have any general comments on the proposed site layout?
2. Did the Commission support moving the shed from the south corner to the north corner of the lot?
3. Did the Commission find that the proposed plan meets the connector requirements of Priority Policy 80A?

Commissioner Questions / Comments for Mr. Mosher:

Mr. Schroder: On page 34; 5-bullet items were presented—possibly bullets 1 and 2 are different now. From what you presented now, 1 and 2 are both now in compliance, is that right? (Mr. Mosher - Correct. Since the report was written and published, the agent has submitted changes for your review. I have placed these in front of you.)

Mr. Rath: When you talk about the connector in relation to the width of the rest of the building, does it include the roof overhang? (Mosher: No, just to the building corners.)

Mr. Schroder: Outhouse—was wondering about points and within Policy 80A, where does it say that we can't use a historic piece to be the connector? (Mr. Mosher: Policy 80A is an Absolute, hence points can't be assigned. Additionally, this policy asks for a connector when adding to a historic structure, not to use the structure as the link. In this case, the link is what is missing; Staff is not supportive of using historic structure as a link.)

Ms. Christopher: What is the different between connecting the outhouse to the house or to the connector link? (Mr. Mosher: The connector link would then be too small. Also, we want you to think about the preservation of character within the historic district and what it means to lose that

character.) Does the historic structure have to be left intact? (Mr. Mosher: If you moved the outhouse it would be assessed for points as if moving the whole structure since they are connected as one building.)

Ms. Janet Sutterley, Architect/Agent: People need to be able to develop their properties somehow. We need to be able to make them current with real uses and make them livable. What would I do if this were my own project? I would propose the same design. My clients want to add on another bedroom and have a den area somewhere. The property is under contract and it is contingent with what we can do with the property based on tonight's worksession. From what I understand it there are no Code issues from the addition to the south; we are not compromising the yard; the addition will sit back from the front—will be same size as the Pastor's house; would like to add a garage as well. The connector link requirement has been met or will be met with the addition to the South. Two major options are: #1: Leave the shed where it is or #2: move the shed to the northeast corner as presented.

1. Do you support having the shed in this corner?
2. Is there a way we can all look at this outhouse and how to use it as a connector or to not have it. Look at ways to utilize the outhouse.

The clients don't want to remove the non-historic addition—we don't want to remove a bedroom to build another bedroom — not a logical approach.

Reasons for moving the shed into the northeast corner:

- All sides of shed will be move visible from the alley in new location
- Horrible proximity of the adjacent yellow building to the current location of the shed
- All the sides will have more breathing room and will be more protected
- Sheds will be clustered together—will open them up (and avoid an abrupt change in scale)
- Opportunity to mitigate the look of the yellow house next to it.
- Will display the shed more
- Use shed as the second bedroom—we cannot do that in the location where it currently sits.

The yard will be shorter and wider once we move the south fence. We will lose a minimal amount of fabric using the outhouse as a connector, compared to building a new connector link. Ms. Sutterley also presented photos and exhibits for the Commission to view. (Mr. Mosher clarified that the shed currently sits 5 1/2-feet from the property line and after relocation, in either scenario presented, would be placed 3-feet from the property line.)

Ms. Dudney: If you didn't have the outhouse connection, why you would have a greater loss of fabric? (Ms. Sutterley: Displayed drawings of Options A and B showing where the shed is proposed to be moved. No way to make the shed a bedroom if it was detached from the house.) What is the use of the shed going to be? (Ms. Sutterley: It would have to be storage if not attached to house.) Circulation space to get to the bedroom/garage is an issue and important to the client.

Ms. Dudney: Did you look at moving the shed and rotating it? So you have the longer edge of the shed on the east side. (Mr. Mosher: The shed isn't sitting equally on the ground, it designed to follow a slope, so rotating the shed would not work on a flat surface.)

Mr. Schroder: I wouldn't be opposed to this as long as they meet the Codes. (Mr. Mosher: We need to have a passing point analysis and not losing any of the historic value.)

Ms. Christopher: If you were to put a connector link on any other side you would end up losing a significant amount of historic fabric? (Ms. Sutterley: The outhouse connector would be the same amount of space as a doorway connector.)

- Mr. Rath: What would be the problem with actually keeping the shed on the same plane and general location but moving it forward (west) and using it as the master bedroom? (Ms. Sutterley: You mean move it forward on the lot? To be substituted for the new structure?) (Mr. Neubecker: So the shed is visible from the street and the alley as it is now?) Yes. (Ms. Dudney: I thought you said the shed was built on a slope. Mr. Mosher - One could backfill it to some extent.) (Mr. Neubecker: We ultimately want to avoid moving the shed any more than it needs to.) I was trying to figure out how to make it more visible from Harris and the alley.
- Mr. Neubecker: Ms. Sutterley has proposed two proposals. Proposal A—what she wants to do. Proposal B is showing what they could also do. Does Proposal A meet the Code? If it doesn't then we need to identify where it doesn't and what we need to do to help them meet the Code.
- Mr. Schroder: Seems like we are all starting to get a little emotional about this. We can't be subjective but we can give suggestions on how they can meet the Development Code.
- Ms. Sutterley: I suggest we use the Secretary of the Interior Standards—they anticipate unique and project specific changes we can't see ahead of time; this is unique and they are all about rehabilitating the building and how to make it a useful structure. We need to look at the Historic Standards. (Mr. Neubecker - The Town's Standards are based in the Secretary of the Interior Standards and as these are the adopted documents, they supersede the Secretary of the Interior Standards.) I'd like to know your opinion about Option A. I don't know that moving the shed to the west is the correct thing to do but I am willing to look at that as an option. (Mr. Grosshuesch: I don't think there is a Code provision about moving the shed to make them visible—they are secondary to the original building, and don't need to be visible from the street. But, it has to be Code based. Retain historic structures on site with historical context, but it doesn't say that you can't move them.)
- Mr. Jeremy Fisher, builder: Has a degree in historic preservation. Most sheds read from the alley—with a historical interpretation and honoring some of that, the shed should remain on the alley where it was.
- Ms. Sutterley: Moving the shed forward will expose that entire yellow wall of the adjacent south building. (Mr. Grosshuesch: You don't have to build as much if you move it forward.)
- Ms. Dudney: The problem seems to be the outhouse. What happens if they want to remove it entirely? (Mr. Mosher: The Code allows removal and would get negative points.) (Ms. Christopher: Can the outhouse go somewhere else?) (Mr. Grosshuesch: If you took it off and put it somewhere else on the building then?)
- Ms. Sutterley: The shed is less than 50% of the building, so do we need to have a connector link for that? (Mr. Mosher: Yes, since it is historic fabric - see above.) (Mr. Grosshuesch: I think the module size is the problem because you must have a connector link.)
- Mr. Schroder: Seems like the outhouse is the problem for everyone. (Ms. Christopher: I feel like the outhouse could be considered a hardship—it is the sore thumb to the project.)
- Mr. Neubecker: Based upon the proposal, does it meet the Code? And if it doesn't—does it meet variance criteria?

Final Comments:

- Ms. Christopher: No, "A" doesn't meet Code. Feels there is a variance of hardship. Because Option B proposed creates hardship for the historic structure. Feel like the variance is better for the historic structure in giving it more space.
- Mr. Butler: No, "A" doesn't meet Code. Can't compare them. Appreciating that the clients are trying to make it work.
- Mr. Rath: Based on Code "A" does not work. Maybe a more creative way to look into this. Not a hardship case. There is a way to get more square footage with less footprint.

Ms. Dudney: Agrees with Mr. Rath. I can't approve option "A" since it doesn't meet Code. Would love to see it renovated but I can't see the basis for a variance.

Mr. Schroder: The outhouse is the issue. I would like to see it work but we need to angle on the Code and I can't support what I am seeing tonight.

Ms. Sutterley: To clarify on not supporting Option A, the primary reason is due to the outhouse/connector? Trying to understand and clarify the reading of the Code with your reasoning.

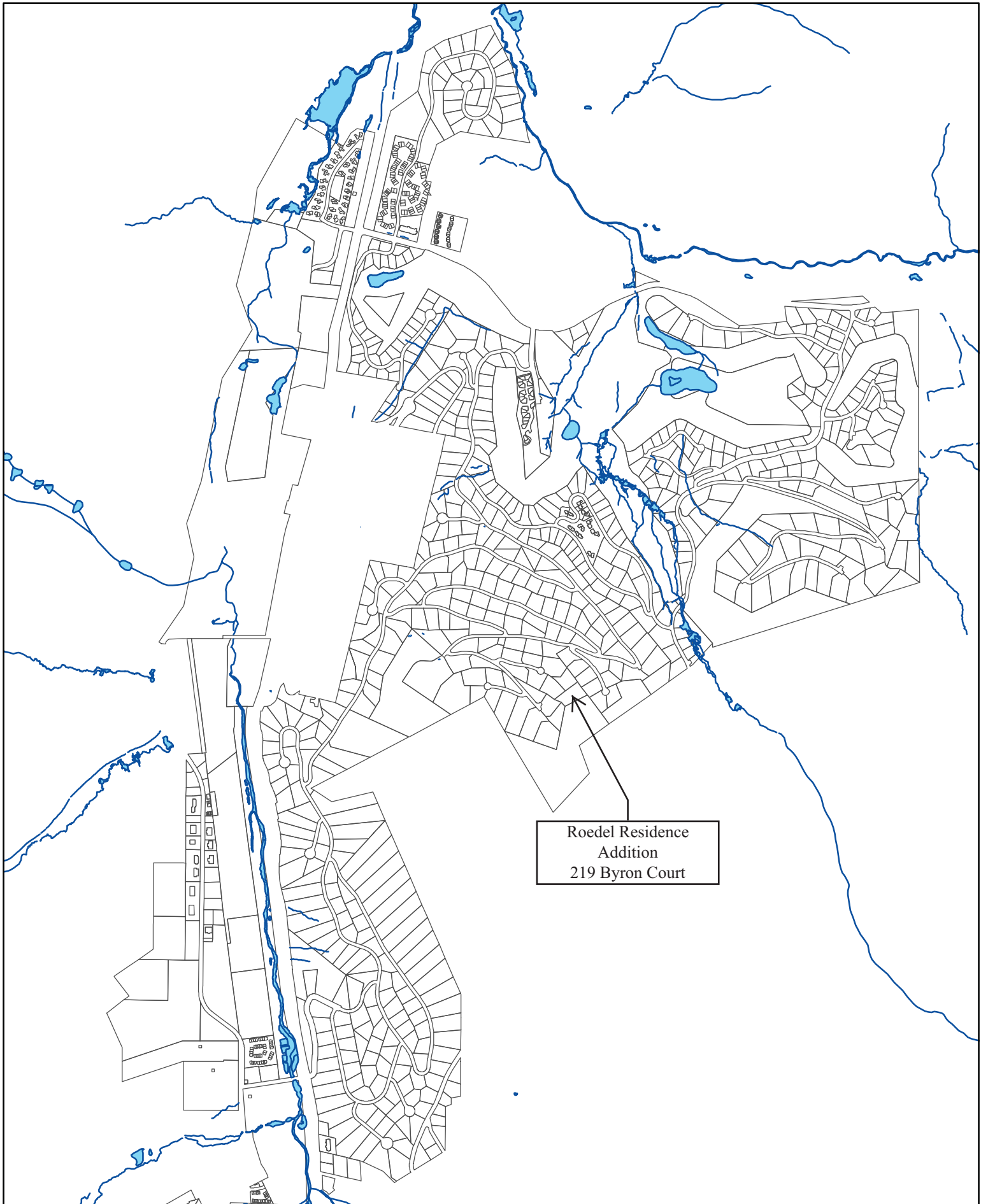
OTHER MATTERS:

Mr. Neubecker: We are not doing the joint meeting on May 8th. Apologize for that. Hopefully we can do it in the future and bring those issues up with the Town Council. No other matters to discuss.

ADJOURNMENT:

The meeting was adjourned at 8:33 p.m.

Dan Schroder, Chair



Roedel Residence
Addition
219 Byron Court

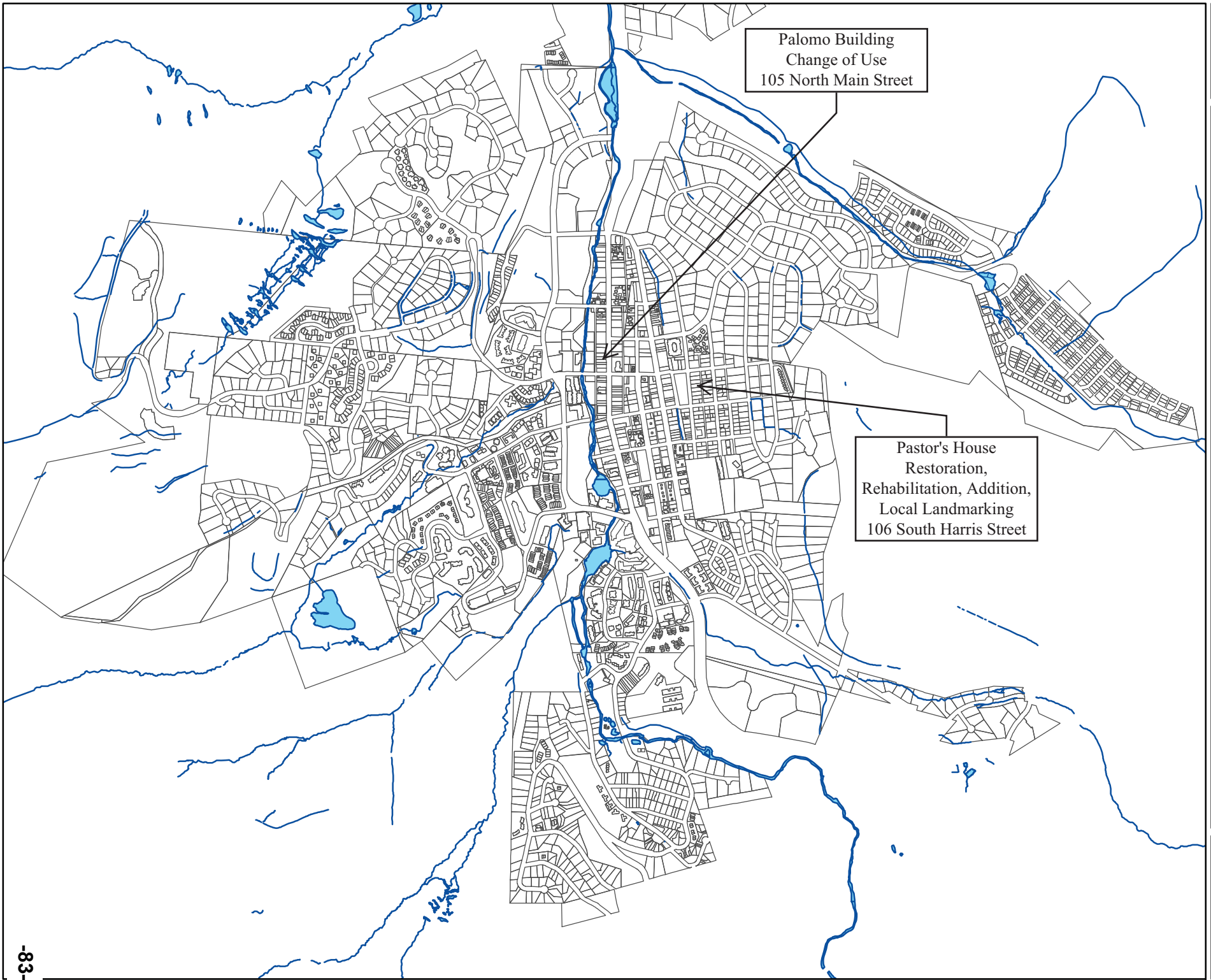
Breckenridge North

printed 4/12/2011



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.





NOT TO SCALE

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.





Scheduled Meetings, Important Dates and Events

Shading indicates Council attendance – others are optional

The Council has been invited to the following meetings and events. A quorum may be in attendance at any or all of them. All Council Meetings are held in the Council Chambers, 150 Ski Hill Road, Breckenridge, unless otherwise noted.

MAY 2012

Tuesday, May 8; 2:00/7:30 p.m.	First Meeting of the Month
Friday, May 11; Mug Shot, 8 a.m.	Coffee Talk
Saturday, May 19; Riverwalk Center	Town Clean-up
Tuesday, May 22; 3:00/7:30 p.m.	Second Meeting of the Month

JUNE 2012

Tuesday, June 12; 3:00/7:30 p.m.	First Meeting of the Month
Friday, June 8; TBD	Coffee Talk
Tuesday, June 26; 3:00/7:30 p.m.	Second Meeting of the Month

OTHER MEETINGS

1 st & 3 rd Tuesday of the Month; 7:00 p.m.	Planning Commission; Council Chambers
1 st Wednesday of the Month; 4:00 p.m.	Public Art Commission; 3 rd floor Conf Room
2 nd & 4 th Tuesday of the Month; 1:30 p.m.	Board of County Commissioners; County
2 nd Thursday of every other month (Dec, Feb, Apr, June, Aug, Oct) 12:00 noon	Breckenridge Heritage Alliance
2 nd & 4 th Tuesday of the month; 2:00 p.m.	Housing/Childcare Committee
2 nd Thursday of the Month; 5:30 p.m.	Sanitation District
3 rd Monday of the Month; 5:30 p.m.	BOSAC; 3 rd floor Conf Room
3 rd Tuesday of the Month; 9:00 a.m.	Liquor Licensing Authority; Council Chambers
3 rd Thursday of the Month; 7:00 p.m.	Red White and Blue; Main Fire Station
4 th Wednesday of the Month; 9:00 a.m.	Summit Combined Housing Authority
4 th Wednesday of the Month; 8:30 a.m.	Breckenridge Resort Chamber; BRC Offices
TBD (on web site as meetings are scheduled)	Breckenridge Marketing Advisory Committee; 3 rd floor Conf Room

Other Meetings: CAST, CML, NWCCOG, RRR, QQ, I-70 Coalition